

STANDARD CONFIDENTIALITY and NONDISCLOSURE AGREEMENT



(Print Name) _____, (herein known as "PROSPECT"), acknowledges and agrees that Gibson Business Development Group, Inc. d.b.a. GIBSON AND ASSOCIATES, INC. (herein known as "BROKER"), was the first to advise PROSPECT of the availability and details concerning the following business opportunity.

Business Opportunity Description: Wholesale Supply and Equipment Distributor (#18092801) (herein known as "BUSINESS")

PROSPECT understands and agrees that all dealings, appointments, correspondence, and contacts with the BUSINESS will be handled through the BROKER and that the BROKER WILL BE PAID FOR ITS SERVICES BY THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned BUSINESS will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself who also agree to be bound by this AGREEMENT. PROSPECT further agrees that it will not interfere with any business of the SELLER through the use of any information of knowledge acquired under this AGREEMENT nor use any such information for its own account. PROSPECT agrees the sole purpose in seeking information about the BUSINESS is to purchase the BUSINESS. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to SELLER, the BROKER and said SELLER shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. The BROKER shall be deemed to include all and any other BROKERS with whom listing BROKER is co-operating.

This Agreement in no way entitles the PROSPECT to any information regarding the BUSINESS, and it does not place any obligation on the SELLER to provide any information regarding the BUSINESS. The disclosure of any information regarding the BUSINESS shall be at the sole discretion of the SELLER or his/her representative.

All data on this BUSINESS is provided for information purposes only. No representation is made by the BROKER as to the accuracy of the data provided. No guarantee or assurance is made by BROKER of any future value or income from this BUSINESS. The BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECTS own satisfaction that the data provided is substantially representative of the BUSINESS activity of the SELLER and can be relied upon when considering the purchase of said BUSINESS. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the BUSINESS transaction. Should there be no interest in the BUSINESS as an acquisition: the BUSINESS information supplied by the SELLER shall be destroyed or returned promptly to the BROKER.

In the event that PROSPECT discloses the availability of said designated BUSINESS opportunity to any third party and this third party purchases the BUSINESS without the BROKER, then PROSPECT, in addition to the remedies specified hereinabove, will also be responsible for payment of BROKER'S compensation.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so and a sale, lease or other financial arrangement of the BUSINESS, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or the minimum compensation agreed to on the listing agreement for the BUSINESS, whichever is greater.

The PROSPECT further agrees that it will not interfere with any business of the BUSINESS through the use of any information of knowledge acquired under this Agreement nor use the information to contact or solicit employees, customers, vendors, or suppliers of the BUSINESS.

The PROSPECT authorizes the BROKER and any other broker with whom the BROKER is co-operating to disclose the PROSPECT'S reasons for purchasing the BUSINESS to the SELLER.

The BROKER shall operate as a transaction broker, who facilitates a brokerage transaction between a seller and a purchaser without representing either party as an agent, as more fully set forth in the notice below:

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND PURCHASERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO PURCHASERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

