



Confidentiality Agreement

Buyer Name: _____

Buyer's Company Name: _____

In connection with the possible acquisition (either wholly or in part and whether as a merger, a purchase of assets or stock, a licensing agreement, or a joint (venture) by the above named Buyer (hereinafter "Buyer") of the business opportunity listed below (hereinafter "Company"), Buyer has requested information from Best Corporate Real Estate, Inc. and the Seller.

As consideration for obtaining the Proprietary Information, Buyer agrees to abide by all of the following terms and conditions.

1. Buyer acknowledges that all information has been provided to the Broker by the Seller. Information provided to Buyer may include financial condition, business concept, operating procedures, customer lists, and any other business related information not available to the general public. All of this information, whether provided now or discovered during Buyer's investigation of Company, is considered Proprietary Information and shall not be disclosed.
2. Buyer will not disclose any of the Proprietary Information received from Broker or Seller to any other person or organization, except those persons who will assist Buyer in evaluation of Company for the Transaction. Buyer will provide all of these advisors with a copy of this Agreement prior to consultation.
3. Information obtained by Buyer shall be used for the purpose of evaluating the Company for acquisition and for no other purpose. If Buyer should, at any time, decide to no longer pursue an acquisition of Company, then Buyer shall promptly notify Broker of this, and Buyer shall return to Broker all Proprietary Information furnished to Buyer without retaining copies, summaries analyses or extracts.
4. Buyer will not contact any of Company's employees, customers, suppliers, or advisors (attorneys, accountants, and/or bankers) at any time. Buyer will not contact Seller directly unless agreed upon in advance by Broker.
5. Broker makes neither representations nor warranties, express or implied, regarding the accuracy or completeness of any Proprietary Information provided to Buyer. Buyer acknowledges that it is Buyer's responsibility to establish Seller's representations and warranties in the purchase and sale documents and to perform a proper "due diligence" on the Company (including but not limited to the Company's financial statements, the Company's compliance with all government regulations, and all other aspects of the Company's business) prior to closing.

Buyer agrees to provide Broker and Company with a resume and evidence of financial condition upon request. Buyer acknowledges Broker's rights to receive compensation and will not authorize any closing, which does not provide for full compensation to Broker. This agreement shall be governed by the laws of the State of Ohio.

This agreement is made between Buyer and Broker for the benefit of Broker and Seller. Buyer hereby agrees to the terms of this Non-Disclosure/Confidentiality Agreement both as an individual and on behalf of the organization Buyer is representing, if any.

AGREED TO BY BROKER/AGENT:

Broker/Agent Name: _____
Address: _____
Telephone: _____ Fax: _____
Signature: _____ Date: _____

AGREED TO BY BUYER:

Buyer Name: _____
Address: _____
Telephone: _____ Email: _____
Signature: _____ Date: _____