

BROKER DEALER PLACE, INC.

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT FOR POTENTIAL BUYER

The undersigned individual and/or entity ("Buyer") has requested proprietary information from Broker Dealer Place, Inc. ("BDP"), the Sales Agent for a Broker/Dealer, Registered Investment Advisor, or Assets which are for sale. The undersigned Buyer agrees that the information to be revealed (name of firm, the principal(s) of firm, the financial reports, the price asked, the assets to be sold, even the fact that the company, or assets are for sale) shall remain the property of BDP and will be kept in complete confidence. Furthermore, the undersigned buyer agrees not to circumvent BDP, or to enter into any agreement, directly or indirectly, with a seller introduced by BDP, without written agreement with BDP. A violation of this agreement would do serious damage to the economic welfare of BDP.

Upon the execution of this document, BDP will disclose general information about potential acquisitions to the buyer. Specific information about an acquisition, including but not limited to contact information will only be released to the buyer, upon receipt by BDP, of an initial deposit, plus a non-refundable independent escrow agent service fee, from buyer.

Upon execution of this agreement the buyer agrees to the following:

- 1) All offers and counter-offers will be submitted by the buyer directly to BDP for presentation to the other party. The buyer will not contact the seller directly regarding any offers, or counter-offers.
- 2) The buyer agrees to use the same escrow agent as the seller.
- 3) The initial deposit of the buyer shall automatically be released from escrow and paid to BDP concurrently with the receipt by the buyer of shares of capital stock of the seller's company, and/or receipt of options to acquire shares of capital stock of the seller's company, and/or transference of any ownership interest in a company or asset from seller to buyer, and/or any escrow fund payment to seller.
- 4) Such payment will be applied in whole toward the amount due from seller to BDP. Any additional amounts due to BDP shall be promptly paid when due on first closing from the additional proceeds paid by the buyer.
- 5) Notwithstanding anything to the contrary, seller alone shall be responsible for the fees paid, or payable to BDP in connection with, or relating to the contemplated transaction.
- 6) The initial deposit of the buyer is fully refundable (exclusive of the non-refundable independent escrow agent fee) if the transaction is not completed prior to the first closing. If a first closing is achieved, and the buyer and seller elect not to complete the transaction, the deposit will be refunded minus any fees due to BDP.
- 7) The terms and conditions expressed in this agreement shall automatically attach to, and become part of any Purchase and Sale Agreement, or any other Agreement that transfers ownership interests between seller and buyer.

- 8) The buyer will provide an executed copy of this Confidentiality and Non-Circumvention Agreement to any attorney involved in preparing, or altering a Purchase and Sale Agreement, or any other Agreement that transfers ownership interests between seller and buyer.

The undersigned authorized signatory and the entity, jointly and severally, shall indemnify BDP, and hold BDP harmless from and against any and all losses, damages, liabilities, costs and expenses, including attorney's fees, incurred by BDP, or arising out of, or relating to any of the services performed by BDP under this agreement.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws. The parties hereto expressly submit themselves to binding arbitration, and agree that, all actions arising out of this agreement should occur solely, in the venue and jurisdiction of FINRA, Inc. and any hearings will be held in Orlando, Florida. Any arbitration award so rendered shall not include punitive damages, however, the prevailing party shall be reimbursed for its reasonable attorney's fees and other related costs, including the costs of any arbitration hearings.

Agreed to, and accepted by the undersigned authorized signatory:

Signature (Buyer)

Company Name (Print or Type)

Name (Print or Type)

Address

Title

City State Zip

Date

Telephone

Email Address

FAX