THE COMMONWEALTH COMPANY, INC. - BUSINESS ACQUISITIONS

171 Church Street, Suite 300 ~ Charleston, SC 29401 ~ Phone (843) 577-8877 ~ Fax (843) 722-7972

Non-Disclosure Agreement

In connection with the possible acquisition of a business, we have and will furnish to you information regarding businesses, including but not limited to the financial condition, operations and prospects for the business. In consideration of Broker, The Commonwealth Company, Inc. - Business Acquisitions (hereafter Broker) providing me (us) information on the business it finds for me (us) or offers for sale, I (we) as prospective Purchaser(s) understand and agree:

A. That I (we) have not signed an Exclusive Agency Agreement with another Broker or Agent. I (we) further warrant that no other Broker or Agent shall be involved in a transaction of any business that The Commonwealth Company, Inc.- Business Acquisitions reveals or provides information about.

B. That any information provided on any business to me (us) by the Broker may be sensitive and confidential and that its disclosure to others may be damaging to the described business and its owners.

C. Not to disclose any information regarding any business listed with Broker or that Broker finds for Purchaser(s) to any person(s) without the Broker's express written permission. Information shall include the fact that the business is for sale plus any other data provided.

D. Not to contact the seller, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase, lease or trade of any business or real property presented to me will be conducted exclusively through Broker and Broker will make arrangements for all meetings between Seller and myself.

E. That all information is provided by the Seller or other Seller-supplied sources and is not verified by Broker in any way. Broker is relying on Seller or other Seller-supplied sources for the accuracy of said information and has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, prior to entering into an agreement to purchase any business that Broker finds for Purchaser(s) or is listed by Broker, I (we) agree to indemnify and hold Broker harmless from any and all claims or damages resulting therefrom. I (we) will look only to the Seller and to my (our) own investigation.

F. Not to circumvent or interfere with Broker's contract with the Seller in any way. If you are a Real Estate Broker/Agent or a Business Broker/Agent, you may not be able to participate in the commission of any proposed transaction. Please discuss this with the agent prior to dissemination of any information. Broker is authorized to disclose information to principals only.

G. In the event of the breach of this agreement by Purchaser(s), Purchaser(s) shall pay to Broker the actual amount of any costs and legal fees incurred by Broker for legal consultation or representation arising therefrom in addition to any other relief which Broker may be entitled to obtain.

H. The Commonwealth Company, Inc, -Business Acquisitions, as Listing Agent, is representing the Seller, also.

I. The agreements and representations contained herein shall survive the closing of sale of any business, business assets, or real property purchased by the undersigned.

*****THIS IS A LEGAL DOCUMENT AND PROSPECTIVE PURCHASERS' SIGNATURES MUST BE WITNESSED.**
*****PLEASE READ, SIGN AND HAVE THE DOCUMENT WITNESSED. FAX TO (866) 873-8540**

PROSPECTIVE PURCHASER(S)

_____
Prospective Purchaser Signature Date

Print Name: _____

Address: _____
Phone: ( ) _____
Cell: ( ) _____
Email: _____

_____
Prospective Purchaser Signature Date

Print Name: _____
Address: _____
Phone: ( ) _____
Cell: ( ) _____
Email: _____

WITNESS(ES)

_____
Witness Date

Print Name: _____

Address: _____
Phone: ( ) _____

_____
Witness Date

Print Name: _____
Address: _____
Phone: ( ) _____