

NJ BROKERS PLUS LLC.
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement will confirm your agreement in connection with our providing, and your receiving of information regarding any business (Client or Company) introduced to you, (together with its subsidiaries, affiliates, equityholders and employees, ("Client" or "Company"). Please Do Not contact the owner or employees, customers, or vendors of this business. A meeting with the owner shall be arranged through our office.

1. "Confidential Information" for purposes of this Agreement, means any and all information of a confidential nature disclosed orally, in writing or in any other medium from NJ Broker Plus LLC or Company and whether or not marked "Confidential". "Confidential Information" includes, without limitation, information regarding the Company's actual or proposed businesses; financial information, services, products, trade secrets, operations, formulae, designs, marketing, specifications, manufacturing plans, analyses, strategies, research and development, identifying information of the Company's existing or potential customers, employees, vendors or suppliers; or information derived from any of the foregoing; or the knowledge that Client may be considering a sale, or even the fact that information has been provided. "Confidential Information" shall not include any information that: (i) is or becomes available to the public other than as a consequence of a breach by the undersigned Recipient, (ii) Recipient received from a source not bound by obligations of confidentiality, (iii) Recipient developed independently without reliance upon the Confidential Information, or (iv) is in Recipient's possession prior to the date hereof.
2. Confidential Information is being furnished solely in connection with Recipient's consideration and evaluation of a potential transaction or acquisition of Client. Information shall be treated as "**Confidential**" and no portion of it shall be disclosed to others, except to your Agents or employees who need the information to evaluate the Client as a potential acquisition. The undersigned hereby agrees to require its employees and Agents who obtain Confidential Information to comply with this Agreement and further assumes full responsibility for such employees or Agents complying with the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of the Client through the use of any information or knowledge acquired under this Agreement nor use any such information for its own account or share such information with others without the written consent of the Client.

3. Recipient agrees that, for a period of two (2) years after the date hereof, it will not directly or indirectly solicit to hire, as an employee or consultant, any persons employed by the Company with whom it has contact as part of its evaluation of a potential transaction or whose identity was derived from the Confidential Information; provided, however, that nothing contained herein shall be construed to prohibit Recipient from (i) placing general advertisements for employment, (ii) hiring employees or former employees of the Company who contact Recipient of their own accord, or (iii) recruiting through employment agencies; so long as Recipient does not direct such agencies to solicit the Company's employees.
4. It is understood that the Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.
5. All Confidential Information shall be promptly returned or destroyed as directed by NJ Broker Plus LLC or the Client, including any and all copies or duplicates of such, and all summaries and extracts thereof in any medium. Upon request, recipient further agrees to deliver written confirmation of a responsible officer of Recipient that it has fulfilled its obligations under this section.
6. The undersigned acknowledges the responsibility to perform a due diligence review at his own cost and expense prior to any acquisition.
7. It is understood that (i) no representation or warranties are being made as to the completeness or accuracy of any information and (ii) any and all representations and warranties shall be made solely by the Client in a signed acquisition agreement or purchase contract and then be subject to the provision thereof.

Accepted and agreed to as of the following date (please print): Date: _____

Name: _____ Authorized Signature: _____

Phone#: _____ E-Mail: _____

Address: _____ City, State: _____

Budget: \$ _____ Available funds for down payment \$ _____

Do you own a business? _____ If yes, type of business owned? _____

If no, employer? _____ Title: _____

Listing of interest / asking price: _____