

**Liberty Business Brokerage
NONDISCLOSURE AGREEMENT**

This is a Nondisclosure Agreement by and between the individual stated on the last page of this document (hereinafter referred to as the Prospective Buyer) and the Liberty Business Brokerage Series of the Peter Family L.L.C. (hereinafter referred to as the Broker). The Broker and the Prospective Buyer shall be collectively referred to as Parties and individually as Party throughout this Agreement.

I. DEFINITIONS

- A. "Disclosing Party" shall mean the Party disclosing the Confidential Information. The Disclosing Party is a client of the Broker, who has entered into a Listing Agreement with the Broker. The Disclosing Party is a third party beneficiary of this Agreement.
- B. "Receiving Party" shall mean the Party receiving the Confidential Information. The Prospective Buyer shall be the Receiving Party.

II. AUTHORITY

The Broker is authorized under the Listing Agreement between the Broker and the Disclosing Party, to provide the Receiving Party with access to the Disclosing Party's Confidential Information only in accordance with the terms and conditions of this Agreement.

III. CONFIDENTIAL INFORMATION

- A. The following shall constitute the Confidential and Proprietary Information of the Disclosing Party: The Disclosing Party's tax returns; the Disclosing Party's financial statements; the Disclosing Party's merchant account printouts; the Disclosing Party's accounts receivable; the Disclosing Party's accounts payable; the Disclosing Party's products and services; the Disclosing Party's personnel information; the Disclosing Party's projected financial information; the Disclosing Party's budgets, the Disclosing Party's proposed capital expenditures; the Disclosing Party's lease; and all contractual relationships with the Disclosing Party's vendors.
- B. The following shall constitute the Confidential and Proprietary Information of the Prospective Buyer: the Prospective Buyer's financial information; the Prospective Buyer's products and services; the Prospective Buyer's proposed capital expenditures; the Prospective Buyer's marketing plans; and the Prospective Buyer's sales strategies.

The following shall not constitute the Confidential Information of any Party:

All information that is already lawfully possessed by the Receiving Party prior to any discussions between the Receiving Party and the Disclosing Party: All Information that is already in the Public Domain at the time of its disclosure to the Receiving Party: Information whose disclosure is permitted or required by a final order of a court of competent jurisdiction; All Information that is independently developed by the Receiving Party without making any use of the Disclosing Party's Confidential Information.

IV. USE OF THE CONFIDENTIAL INFORMATION

The Receiving Party shall only use the Confidential Information for purposes of this Agreement. The Receiving Party shall use reasonable care to prevent disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall have the right to disclose the Disclosing Party's Confidential Information only to its Lawyers and Accountants who have a need to know the purposes of this Agreement. The Receiving Party has informed the Disclosing Party, and the Broker of the identity of all such attorneys and accountants who have a need to know the Confidential Information. The Receiving Party shall not make any copies of the Disclosing Party's Confidential Information without the express written consent of the Disclosing Party. The Receiving Party shall not transfer, rent, sell, lease, or assign the Disclosing Party's Confidential Information to any third person, business, or corporation, except as provided in this Agreement.

V. TERM OF THIS AGREEMENT

- A. This Agreement shall last for three (3) years from the Date of Signature; provided that the Receiving Party's obligation not to disclose any of the Disclosing Party's Confidential Information shall survive termination of this Agreement.
- B. Notwithstanding anything in this Agreement to the contrary, in the event that the Receiving Party breaches any of the terms and conditions of this Agreement, the Broker shall have the right to immediately terminate this Agreement by notifying the Receiving Party in writing.
- C. Upon expiration or termination of this Agreement, the Receiving Party must return all Confidential Information in its possession to the Disclosing Party.

VI. NO OBLIGATION

Neither the Receiving Party nor the Disclosing Party shall have any obligation to commence any transaction, in the absence of a definitive written agreement between them regarding such transaction.

VII. EQUITABLE RELIEF

The Parties agree that in the event of a breach or threatened breach of such provisions the affected Party shall be entitled to injunctive or other equitable relief. Any such relief shall be in addition to and not in lieu of monetary damages. In the event that there is litigation between the Buyer and Broker, and the Broker prevails, the Buyer agrees to pay the Broker's reasonable attorney fees. Under no circumstances will the Broker be held responsible to pay any of the Prospective Buyer's attorney fees.

VIII. The sellers for all of our businesses have provided the listing information found in all of our abstracts and they warrant that information to be correct. Liberty Business Brokerage does not have reason to question the accuracy of financial information given. Liberty Business Brokerage makes no warranties regarding any accuracy of financial information given. We at Liberty Business Brokerage always recommend that both buyers and sellers seek professional financial and legal counsel to assist throughout any transaction. At Liberty Business Brokerage, we never offer legal nor financial advice. The Prospective Buyer affirms that he/she is requesting business information for the sole intent of purchasing a business.

IX. CONTRACT OR PURCHASE AGREEMENT

Prospective Buyer agrees that all drafts of the Asset Purchase Agreement must contain the following: (1) Liberty Business Brokerage is the procuring cause of the sale and (2) Seller will be the responsible party for paying the commission and (3) Liberty Business Brokerage's commission will be paid, in full, via certified or cashier's check, at the time of settlement and (4) Liberty Business Brokerage, nor its agents, offered legal nor financial advice.

X. GENERAL PROVISIONS

This Agreement shall be governed by the laws of the State of Maryland. The Parties further agree that venue for any dispute shall be in either the Circuit or District Court for Montgomery County as applicable, or any Federal District Court located in the State of Maryland. This Agreement may not be assigned by either Party without the express written consent of the other. All modifications to this Agreement shall be in writing and signed by both Parties. All Parties to this Agreement are independent contractors and neither Party is an agent, employee, joint venturer or partner of the other. A waiver of any term or condition of this Agreement by either Party shall not constitute a waiver of the same or any other provision of the Agreement at any time in the future.

Broker's Initials

Buyer's Initials

This Agreement constitutes the entire agreement of the Parties, and supersedes all prior oral or written agreements. Provided that this Agreement may be superceded by a definitive Asset Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, the Buyer shall respect the Limitations of Liability regarding Series set forth in the Nevada Limited Liability Company Act. The Prospective Buyer further agrees to waive any claim, cause of action, damage, demand, expense, fine, and penalty that he/she/it may have against, personally, any agent of The Broker, the Peter Family L.L.C., or any other series of the Peter Family L.L.C. Any recourse the Prospective Buyer may have shall be limited to the assets of the Liberty Business Brokerage Series. Both parties agree that an email, faxed (or otherwise) signature shall be considered an original signature. Prospective Buyer agrees to grant his or her attorney the irrevocable authority to immediately release to Broker all ratified and unratified documents relating to the sale of the business including, but not limited to the Purchase Contract. This agreement shall replace any other Non-Disclosure agreement the two parties listed below might have signed together. This agreement will also apply to businesses Broker introduced to the Prospective Buyer in the past.

Please Print Legibly

This Contract has been agreed to by:

Prospective Buyer

Broker

Signature

Date

Broker's Signature

Date

Print

Print

Home Address (No P.O. Box Please)

Phone Number(s)

Email Address