NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Results Business Advisors, L.L.C., a Nebraska company, (herein referred to as "RBA") has agreements with our business "Seller(s)" which requires us to obtain a Non-Disclosure and Confidentiality Agreement and evidence of financial ability before we disclose the name and location of any business being confidentially marketed for sale. Information you disclose to us will be kept confidential, unless and until such time as an offer is made by you on businesses represented by RBA. IN CONSIDERATION FOR information on businesses offered for sale by RBA, I, [First Name] [Last Name] as entered by me on the preceding web-form on the http://www.resultsba.com website, (referred to herein as "Buyer", together with RBA, collectively referred to herein as the "Parties") understand and agree as follows:

1. Information provided on businesses by RBA is sensitive and confidential and its disclosure to others would be damaging to the businesses and to RBA's fiduciary relationship with the Seller;

2. I will not disclose any Information regarding these businesses to any other person who has not also signed and dated this Agreement except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale plus other data pertinent to the contemplated sale of the business. The term Information does not include any information that is, or becomes, generally available to the public or is already in my possession. All Information provided to review the business will be returned to RBA without retaining copies, summaries, analyses or extracts thereof in the event the review is terminated;

3. I will not contact the Seller, Seller's employees, suppliers, or customers except through RBA. I will not use the confidential information I receive through this process to establish a competitive advantage over the Seller of the business;

4. All Information is provided by the Seller and is not verified in any way by RBA; RBA is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. Prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I agree that RBA is not responsible for the accuracy of any Information I receive and I agree to indemnify and hold RBA harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for all information regarding any business offered by RBA;

5. RBA does not give tax, accounting, or legal advice;

6. Should I enter into an agreement to purchase a business RBA offers for sale, I grant to the Seller the right to obtain, through standard reporting agencies, financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by Seller and RBA and will only be used for the purpose of the Seller extending credit to me should an agreement to do so arise. In the event that I pay an earnest money deposit, and I, the Buyer, cannot consummate this business/investment purchase through no fault of my own, the earnest money deposit will be refunded in full LESS any amount expended for an appraisal, credit report, U.C.C. filing search, or other expenses incurred and agreed to herein, or for services which I, the potential buyer, would obviously derive benefit from regardless if this sale had been consummated. I agree that if I should refuse to or delay completion of this transaction, then any funds or deposit with RBA will be forfeited;

7. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented to me, or companies I represent, will be conducted exclusively through RBA,

8. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation shall be held in Omaha, Nebraska, except as mutually agreed otherwise by the parties. In the event of any dispute between RBA and the Buyer under this Agreement, which is not settled under mediation as, described above, the parties agree to submit the matter to arbitration in accordance with applicable rules of the American Arbitration Association. Each party shall choose a single arbitrator and the two so chosen shall choose a third arbitrator. The arbitrator will be agreed upon by the parties, and if the parties cannot agree, then the arbitrator shall be chosen by ADR, Inc. of Nebraska. The arbitration cost shall be split equally between the parties unless the arbitrator decides to charge one party with all the costs. The decision of the arbitrators shall be final and conclusive and the right to appeal is hereby waived.

RBA | Results Business Advisors
"Bringing Buyers & Sellers Together"

Agency Disclosure

The buyer(s) acknowledges that Results Business Advisors, L.L.C., a Nebraska company (herein referred to as "RBA") is acting as agent of the seller and all fees due RBA are, will be, the responsibility of the seller. Seller's agent is an agent who acts under a listing agreement with the seller and acts as the agent to the seller only. A seller's agent has affirmative obligations to the seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence and accounting in dealing with the seller. In addition, a seller's agent has affirmative obligations to the Buyer(s) and Seller of honest dealing and disclosure.

Counsel Disclosure

Buyer(s) are advised to seek counsel from an attorney, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through RBA.

Information Disclosure

Buyer(s) acknowledges that all information and material on each business opportunity provided by RBA has been provided by the seller of the business. The seller believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. RBA makes no representation or warranties, expressed or implied, regarding the information provided to Buyer.

Risk Disclosure

Business opportunities by their very nature carry risk. Some of these risks include obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, buyer(s) could incur a loss, including, but not limited to, their entire investment. Buyer(s) acknowledge that they understand these risks and that RBA cannot and does not in any way warrant or guarantee the future vitality or prospects of any business.

Indemnification and Hold Harmless Disclosure

Buyer(s) and Seller each acknowledge that neither RBA, nor any of RBA's agents, employees, officers, directors, shareholders, co-brokers, independent contractors and affiliates have made any representations or warranties regarding any fact regarding the business/stock being sold, any legal issues, aspect or ramification connected with the proposed purchase/sale, or any representation or warranty to either Buyer(s) or Seller concerning the financial condition, or any matter relating to either party. RBA has made no independent investigation or verification of any representation, warranty, document, or piece of information presented by either party. Each party has either done its own, independent investigation with respect to such items or was advised by RBA to do so.

RBA is hereby released, indemnified and held harmless by Seller(s) and/or Buyer(s) from and against any and all claims and damages of each kind attributable to the performance or non-performance of Seller and/or Buyer under any agreement connected with the sale/purchase of the business/stock described above. RBA shall not be liable or responsible for, and are hereby indemnified and held harmless by Seller and/or Buyer(s) from and against any and all claims and damages of any kind relating to the above-referenced sale/purchase.

**I understand that entering my electronic signature on the following screen shall constitute a facsimile of my signature and acceptance of all terms outlined in the agreement above.*