

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

Property name and Location: IN-G123

The agreement between Star Alliance Brokerage ("Broker") and the unnamed seller of the business that is being offered for sale ("Seller") requires that Broker obtain this agreement and evidence of financial ability before disclosing the name, location and other information about the business offered for sale (the "Business"). Information about the Business must be kept confidential. In consideration of Broker providing information about the Business, the undersigned party that is interested in the potential purchase of the Business ("Interested Party") understands and agrees:

1. (a) That any information provided about the Business is sensitive and confidential, and that its disclosure to others will cause injury to Seller.

(b) Not to disclose, for a period of three years from the date of this Agreement, any information regarding the Business ("Information") to any other person who has not also signed this Agreement, except to secure the advice and recommendations of licensed professional business advisors (accountants, attorneys, etc.). Information as used in this Agreement shall include the fact that the Business is for sale, as well as any other data provided.

(c) Not to contact the Business owners, or landlords, employees, suppliers or customers of the Business, except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of the Business will be conducted exclusively through Broker.

(d) Not to solicit any customers or employees of Seller, nor provide any services to customers of Seller, even if contact is initiated by customers or employees of Seller, nor to refer or recommend such customers to others, for a period of two years from the date of this Agreement, unless Interested Party acquires the Business.

(e) Not to circumvent or interfere with Broker's contract with the Seller in any way. Interested Party agrees that if it interferes with Broker's contract right to its fee from Seller, Interested Party will be personally liable to Broker for payment of Seller's fee and any other payments due to Broker from Seller. Interested Party agrees that should it become a manager, owner or otherwise connected with the Business, or should it buy, trade, lease or exchange the Business, it will be liable to Broker.

(f) Interested Party agrees that Broker is not responsible for the accuracy of any of the Information, and further agrees to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of the Information.

(g) That Broker is not an agent for Interested Party, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of the Business.

2. Interested Party agrees that Seller is intended to be a third-party beneficiary of this Agreement. If Interested Party breaches any of the provisions of this Agreement, it shall be liable, for damages incurred by Broker and/or Seller as a result of the breach, for equitable relief, and for recovery by Broker and/or Seller of reasonable attorney fees, costs and expenses.

3. Interested Party agrees that the provisions of this Agreement shall extend to and be binding upon all business affiliates of Interested Party, including entities owned or controlled by Interested Party and entities that own or control Interested Party. Interested Party acknowledges that it has received an exact copy of this Agreement and that the Agreement has been carefully reviewed and understood, and that Interested Party has had the opportunity to consult with attorneys regarding this Agreement.

4. Interested Party hereby certifies that at this time it has investable **NON-BORROWED Liquid Funds** of \$ _____ available for the acquisition of Business.

Name (Please Print)

Date: _____

Signature

Phone: _____

Street Address

Fax: _____

City, State, Zip

E-mail: _____

Return Fax: 317-244-2468