



NONNIE GROUP LLC

BUSINESS BROKER - REAL ESTATE - CONSULTING

CONFIDENTIALTY AND NON-DISCLOSURE AGREEMENT

****ALL FIELDS MUST BE COMPLETED****

BUSINESS INTEREST: _____

BUYER(S) COMPANY/BUSINESS: _____

CONTACT: _____ PHONE: _____

EMAIL: _____ WEBSITE: _____

AVAILABLE CAPITAL: _____ FUNDS SOURCE: _____

This Agreement is made and entered into between the undersigned individually and on behalf of undersigned’s business entity, its officers, directors, partners, shareholders, members, managers, employees, agents, advisors, successors and assigns (collectively “Buyer”) and Nonnie Group LLC. (“Broker”) for the benefit of the Broker and the business entity represented by the Broker for the potential acquisition of (“Seller”). Whereas Buyer has requested certain information from the Broker for purposes of evaluating and investigating a possible acquisition through transfer of assets, stock, partnership interests, other equity interests, or otherwise merger or joint venture involving all or part of the interests of the Seller (“Transaction”). Therefore, in consideration of the mutual promises and covenants contained herein; The Buyer fully understands as follows:

1. The Buyer shall not disclose any information concerning the Seller and its products, services, manufacturing techniques, formulas, databases, business plans, marketing plans, customer lists, financials statements, and any other information of a confidential nature which is either marked confidential of a reasonable person should know is confidential provided to you, whether before or after the date of this agreement and whether by the Seller or on behalf of the Seller by the Broker, or any of the directors, officers, employees, advisors (including attorneys, accountants, consultants, banks and financial advisors) or agents (collectively, “Representatives”) of the Seller or the Broker, including without limitation, the fact that Buyer has received information and that the Seller is considering a possible Transaction, that discussions or negotiations are taking place or any of the terms, conditions, or other facts with respect thereto and all notes, analyses, compilations, studies or other documents, whether prepared by you or your Representatives, which contain or otherwise reflect such information (collectively, the “Evaluation Material”), which Evaluation Material shall be deemed confidential. The term Evaluation Material does not include information which is or becomes generally available to the public other than because of disclosure by you or your Representatives. Notwithstanding anything to the contrary contained in this paragraph 1, the Buyer shall have the right to share all of the information with Buyer’s Representatives which include its directors, officers, employees, advisors (including attorneys,

accountants, consultants, banks, financial advisors and agents (collectively, Buyer's Representatives) provided they are subject to confidential agreements at least as stringent as is contained herein.

2. The Buyer will use the Evaluation Material solely for the purpose of evaluating a possible Transaction and agree that the Evaluation Material will be kept confidential and that you will not disclose any of it in any manner whatsoever; provided, however, that (i) you may make any disclosure of such information to and (ii) any of such information may be disclosed to the Buyer's Representatives who need to know such information for the sole purpose of evaluating a possible transaction with the Seller and who agree to keep such Information confidential and agree in writing to be bound by the terms of this Agreement. The Buyer agrees not to in any manner circumvent the terms and conditions of this Agreement. The Buyer shall be responsible for any breach of this agreement by the Buyer's Representatives and for enforcing it against the Buyer's representatives, including by taking appropriate legal action. Any information included in the Evaluation Material, which constitutes a trade secret, and it shall be entitled to all the protections and benefits under applicable trade secret law.
3. The Buyer shall not contact the Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers, or others who might have information concerning the Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written consent of the Broker or the Seller. The Buyer nor any of the Buyer's Representatives who are aware of the potential of a transaction between the Buyer and the Seller, directly or indirectly, or who receive, directly or indirectly through your evaluation of the potential transaction with the Seller information concerning any current employee of the Seller, will not solicit or employ any of Seller's employee's for a period of one (1) year after this Agreement terminates without obtaining the prior written consent of the Seller.
4. If the Buyer decides not to proceed with the Transaction, the Buyer will promptly inform the Broker of that decision. In that case, or at any time upon the written request of the Seller, the Buyer shall promptly deliver to the Seller or the Broker all Evaluation Material (and all copies thereof whether received from the Seller or made by you or your Representatives) furnished to you or your Representatives by or on behalf of the Seller pursuant hereto. In the event of such a decision or request, all materials prepared by the Buyer or Buyer's Representatives, which contain or are based upon the Evaluation Material shall be destroyed and no copy shall be retained. Notwithstanding the return or destruction of the Evaluation Materials, the Buyer and the Buyer's Representatives will continue to be bound by the Buyer's obligations of confidentiality and all obligations hereunder for a period of twenty-four (24) months. Upon request of the Seller, the Buyer will provide written certification of your compliance with this paragraph and a list of destroyed materials.
5. The Buyer understands and acknowledges that neither the Broker, the Seller, any of their Representatives nor any of the stockholders, members, or partners of the Seller makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. The Buyer agrees that neither the Broker, the Seller, any of their Representatives nor any of the stockholders, members, or partners of the Seller shall have any

liability to the Buyer or to any of the Buyer's Representatives, relating to or resulting from the use of the Evaluation Material. Only those representations and warranties, which are contained in a final definitive agreement regarding the Transaction contemplated hereby, when, as and if executed, and subject to such limitations, conditions and restrictions as may be specified therein, will have any legal effect.

6. The Seller and its stockholders, members, or partners reserve the right, in their sole discretion, to reject all proposals made by the Buyer regarding a Transaction, to terminate discussions and negotiations with the Buyer, to terminate the Buyer's participation in the sale process and to modify or terminate the sale process at any time. After a Definitive Agreement is executed, the Definitive Agreement shall set forth each party's rights to terminate the sales process.
7. The Broker is not an agent for us but rather is an agent for the Seller and its stockholders, members, or partners. The Broker has a contract providing for a fee to be paid to it upon the completion of the Transaction. The Buyer agrees to not circumvent or interfere with the Broker's contract with the Seller and its stockholders in any way including the consummation of the sale with the Seller without the Broker. Should the Buyer become a consultant to, a manager of or otherwise connected with the Seller, or if Buyer completes any transaction with the Seller, then a fee will be due to the Broker.
8. The Buyer acknowledges and agrees that the breach of any provision of this Agreement would cause the Seller irreparable harm, the exact amount of which may be difficult to ascertain. Therefore, the Buyer agrees that the Seller and/or the Broker shall have the right to apply to a court of competent jurisdiction for the purpose of seeking specific performance and/or an order restraining and/or enjoining such further breach of this Agreement, and for such other and further relief as the Seller deems appropriate. Such rights of the Seller and/or the Broker shall be in addition to any other remedies available to the Seller and/or the Broker at law or in equity.
9. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Nevada, Personal jurisdiction of all parties hereto, and venue of legal action shall be in Clark County, Nevada, and shall constitute the exclusive forum for any legal suit, action, or proceeding (an "Action") arising out of or relating to this Agreement or any document delivered hereunder, irrevocably consent to the jurisdiction of such courts in any such Action and agree not to commence any action, suit, or proceeding relating thereto except in such courts.
10. The respective obligations of the parties under this Agreement shall survive for a period of two (2) years following the date hereof. This Agreement shall be binding on successors, heirs, and assigns. The invalidity or unenforceability of any provision of this agreement shall not affect the validity of any other provisions of this Agreement, which shall remain in full force and effect. The Buyer agrees that if you are found to be in breach, violation or non-performance of any of the terms of this agreement, then you will pay all of the costs of such action or suit, including reasonable attorney's fees and expenses. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

11. The Buyer agrees not to take any action such as will interfere or adversely affect the rights of the Broker and or Seller under any fee (compensation) or other agreements. The Buyer agrees that if it violates this provision of this Agreement and completes a Transaction with the Seller, the Buyer shall be jointly and severally liable with the Seller for any uncollected fees due to the Broker from the Seller.

“BUYER”

NAME

SIGNATURE

TITLE

DATE

NONNIE GROUP LLC. BROKER REPRESENTAIVE

Tim Canale
NAME

Tim Canale
SIGNATURE

B.1003315/BUSB 7112.BKR
LICENSE #



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