TRANSWORLD
Business Advisors
Business Sales • Franchises • Mergers & Acquisitions

Transworld Business Advisors of Savannah
Confidentiality/Disclosure/Registration Agreement (TWCA)

This Agreement dated and effective as of the latest date below (the "Effective Date") by and between Transworld™ Business Advisors of Savannah ("Broker") and:

Name _____ , his/her agents or assigns (individually & together "Prospect")

Address _____ City _____ State _____ Zip _____

Email Address _____ Driver's License /EIN Number# _____

Phone _____ Cell _____ Fax _____

57971-83346 Public Research Company (the "Listing")

1. Confidential Information - Prospect understands that the seller set forth in the Listing referenced above ("Seller") and of the business also set forth in the Listing (the "Business") shall, directly or indirectly through Broker as its conduit, disclose to Prospect certain confidential and proprietary information related to the Business ("Confidential Information"), which shall include information relating to non-public, confidential and proprietary operations, properties, personnel, financial information, materials, products, technology, computer programs, manuals, business plans, software, marketing plans, and other information disclosed or submitted, orally, in writing, or by any other media solely relating to Prospect's interest in purchasing the Business. Prospect agrees not to disclose, publish or otherwise reveal any of the Confidential Information to any other parties, agents, representative or employees whatsoever without the prior written consent of Seller, except that Prospect may disclose the Confidential Information to Prospect's legal counsel, accountant or lender.

2. Conduct - Prospect understands and agrees that all communications concerning the above BL shall be conducted solely through the Broker and that Prospect shall be obligated to pay Broker its full commission if Prospect interferes with Broker's right to collect its commission as set forth in a separate Marketing Agreement with Seller that includes broker earns a commission when: 1) Prospect is ready, willing and able to purchase the BL at the terms set forth in the BL, or at any other Price and/or terms acceptable to Seller; 2) Prospect buys, leases, receives in trade or otherwise obtains any part of the Business during the two (2) year period commencing from the date of the Effective Date; 3) Seller and Prospect enter into a contract for sale; 4) Prospect, through no fault of Seller, fails or refuses to complete a sale, lease, trade or other disposition of the Business after entering into an agreement to do so; 5) Prospect does any act equivalent of a purchase, or has an employment, independent contractor or consulting relationship directly or indirectly with Seller. Prospect agrees not to approach or contact Seller or its principals or visit the physical business location without an appointment arranged through Broker. Prospect also agrees to not contact or approach Seller's employees, officials, agents, customers, suppliers, and/or competitors without the express written consent of Broker. Prospect shall be fully responsible for any breach of this Agreement by Prospect, Prospect's agents, representatives or employees.

3. Information – All information and documents provided to Prospect concerning the Business is the property of Seller and must be returned immediately upon written request by Broker or Seller. Any and all representations and warranties shall be made solely by and between Seller and Prospect in a signed purchase/sale agreement and subject to the provisions thereof. Prospect fully understands that Broker makes no representations or warranties whatsoever, expressed or implied, to Prospect with respect to the Business and Confidential Information disclosed to Prospect, Prospect acknowledges that it is and will not rely upon any information, written or oral, furnished by Broker, and Prospect understands that all information received must be independently verified by Prospect. Prospect acknowledges that all information furnished and/or received by Prospect is provided by Seller and not verified in any way by Broker or its agents, and that Broker and its agents are relying upon Seller for the accuracy and completeness of the information. Prospect agrees that any information and documents received by Prospect will not be used in any way to Seller's or Broker's detriment or liability, and Prospect agrees to indemnify and hold Broker harmless from any claims or damages from its use and/or reliance thereon. The provisions in this paragraph shall also inure to the benefit of Broker's agents.

4. Seller as Third Party Beneficiary – Prospect acknowledges that Seller has the right to protect the Confidential Information and to obtain the benefits hereunder. Accordingly, and for such limited purposes only, Seller shall be considered an intended third party beneficiary hereunder. The fact that Seller is not a signatory to this Agreement shall not prohibit, alter or limit Seller's or Broker's right to enforce the terms hereof.

5. Representation – Prospect understands and agrees that Broker is a single agent as defined in Georgia.

6. Advice - Prospect understands, agrees and acknowledges that Prospect has been advised to consult an attorney and/or certified public accountant for assistance in reviewing and verifying the legal, financial and/or any other pertinent information concerning the Business. Prospect further understands and agrees that Broker is merely acting as a conduit of information and has not made any independent investigation of the accuracy of the information provided by Seller. Prospect agrees to independently verify all representations and warranties made by Seller and understands that Broker has not made nor will it make any verification or warranty regarding any information provided.

7. Procuring Cause - Prospect hereby recognizes Broker as the procuring cause of any purchase or other act set forth in paragraph 2 above, and agrees that for a period of two (2) years from the Effective Date not to deal directly or indirectly with the Seller, its agents, representatives or assigns, without the prior written consent of Broker. If Prospect, or an entity in which Prospect has an interest, or person or entity introduced to the Business and/or Seller by Prospect, enters into a (a) sale and/or purchase agreement, (b) management contract or other financial arrangement with Seller with respect to the Business or part thereof, including leasing the Business premises from Seller or Seller's landlord, Prospect shall be liable to Broker for any and all damages Broker may suffer, including but not limited to the payment of the full commission due Broker under a separate agreement with Seller. To ensure the collection of its compensation, Prospect hereby grants Broker the right to place a lien on the Business assets which may be acquired by Prospect in violation of this Agreement, and Prospect agrees and does hereby appoint Broker its attorney–in-fact to execute all documents necessary to perfect such lien, and this Agreement shall be Prospect's consent to do so as required by Georgia.

8. Warrantees - Prospect represents and warrants that it does not represent any third party competitor of the Business, and is not an employee of a competitor business. Prospect warrants that the sole purpose of requesting and receiving information on the Business is to possibly affect a purchase or merger and/or acquisition, and none other, and Prospect knows that Seller and Broker are relying upon such representations in disclosing the Confidential Information to Prospect. Prospect further warrants that it is financially capable of purchasing the Business, has not filed for an undisclosed bankruptcy, and has not been convicted of any felony or crime.

9. No implied waiver - Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

10. Consent & Jurisdiction - This Agreement shall be governed by the laws and construed in accordance with the laws of the State of Georgia, and the parties consent and agree that Chatham County, Georgia, shall be the sole and exclusive venue for all proceedings relating to this Agreement and/or its subject matter, including without limitation the enforcement hereof. Prospect hereby waives all objections to establishing venue elsewhere. Prospect agrees that in the event of any breach or threatened breach of the confidentiality provisions contained herein, Seller or Broker may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Broker and/or Seller against any such breach or threatened breach.

11. Attorneys Fees - In the event of any dispute or litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs, and expenses incurred in both the trial court and appellate levels.

12. Copies – Prospect has received a copy of this Agreement, and a fax or electronically transmitted copy with signatures shall be considered as an original.

_____ _____ _____ _____
Prospect's Signature Date (William Reyes, CEO) Date