

STANDARD NON-DISCLOSURE / NON-CIRCUMVENTION REGISTRATION AGREEMENT

In consideration of Cybertech Management Corp. (“Cybertech”) providing the undersigned (“Buyer”) with certain confidential and proprietary information (the “Information”) for the business(es) identified below or any other business offered for sale currently and from this time forward by “Cybertech” (“Business”, the seller of such Business is referred to herein as “Seller”), Buyer hereby agrees and acknowledges the following:

1. The word “Buyer”, as used herein, shall mean and include, as the context may dictate, the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, advisor or consultant for or to any business entity and in any other capacity whatsoever. Buyer represents and warrants that it does not represent a third party, competitor of the Business, nor is Buyer an employee of a competitor.

2. All Information furnished to Buyer by either Cybertech or Seller is of a proprietary strictly confidential nature, the disclosure of which to any other party will result in damage to Cybertech, the Seller and/or Business. Information means all oral or written data, reports, records, or materials obtained from Cybertech or Seller, including the name, address, and type of business of the Business, the knowledge that the Business may be for sale, or even that information has been provided. Buyer shall be under no obligation to maintain as confidential any information which (a) Buyer can show by legally sufficient written evidence was in Buyer’s possession prior to disclosure by Cybertech and/or Seller; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Cybertech; or (c) is independently obtained by Buyer from a third party having no duty of confidentiality to the Business; or (d) is independently developed by Buyer without use of any information supplied hereunder; or (e) is obligated to be pursuant to applicable law, regulation, or legal process. Buyer further represents and warrants as follows:

A) The information furnished by Cybertech or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Cybertech or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer’s organization, including its management and regular employees, as well as independent advisers/consultants (such as brokers, attorneys, and accountants), who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions, or negotiations are taking place concerning a possible purchase.

D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitations, not utilizing same in the conduct of Buyer’s or any other party’s present or future business(es).

E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing or in any manner that would be of detriment to the Business. The foregoing prohibition against

utilizing said Information in competing with the Business shall remain in effect for five (5) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Cybertech or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

In the event Buyer violates confidentiality or any covenant herein, then Cybertech and Seller shall be entitled to all remedies provided by law, and specifically agrees that monetary damages may be insufficient, thus Cybertech and/or Seller may seek injunctive relief and damages.

3. Buyer agrees not to contact the Seller or Seller's employees, suppliers, customers, or agents for any reason whatsoever without the prior consent of Cybertech. All contacts with the Seller or such other parties including correspondences, inquiries, offers to purchase, negotiations, etc. will be made exclusively through or by Cybertech unless otherwise agreed to by Cybertech, in writing.

4. Buyer understands that Cybertech has entered into an agreement with Seller for payment of a commission/fee and that Cybertech is not an agent for Buyer, but is a transaction-broker. Cybertech will assist the Buyer or Seller or both throughout the transaction without being an agent or advocate or partner for/with any of the parties.

5. Buyer understands that the Information provided by Cybertech has been prepared by or is based upon representations of the Seller and Cybertech has made no independent investigation or verification of said information. Such information may not be complete or may not provide all the information that is necessary for Buyer to accurately evaluate the condition of the Business. Buyer acknowledges being advised to seek the independent counsel of an attorney and/or accountant to verify all data. Buyer will rely on his own investigation and hereby expressly releases and discharges Cybertech, its agents, and/or employees from any and all responsibility and/or liability in connection with the accuracy, completeness, or any other aspects of the Information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

6. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.

7. Buyer will indemnify and hold harmless Cybertech and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Cybertech.

8. Buyer will not, for a period of five (5) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid to Cybertech, with the commission being defined as the amount agreed upon by Cybertech and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Cybertech shall be

the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Cybertech and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Cybertech and Seller in the aforesaid agreement between those parties will be made known to Buyer by Cybertech, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Cybertech's part to first exhaust any legal remedies against Seller. Buyer understands that Broker shall have the right to place any appropriate lien and encumbrances on the business assets and/or real estate necessary to collect its compensation, and this Agreement shall be the needed consent to do so.

9. Buyer agrees not to circumvent or interfere with Cybertech's contract with the Seller in any way. In the event Buyer violates confidentiality or any covenant herein, then Cybertech and Seller shall be entitled to all remedies provided by law, including, as set forth above, injunctive relief and damages. The same remedies are available to Cybertech in the event Buyer and/or Seller attempt to circumvent Cybertech. In the event Buyer discloses the availability of the Business to a third party who enters into a purchase or any other financial agreement without Cybertech's assistance, then Buyer, in addition to the remedies specified herein, is also responsible for payment of Cybertech's compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

10. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Cybertech or Seller, financial statements, references, a credit report if needed, and other pertinent information evidencing such financial sufficiency. Buyer represents that Buyer is a bona fide purchaser exploring the possibilities of purchasing, in good faith, an ongoing business and is not affiliated directly or indirectly with the Internal Revenue Service or any other federal, state, or local tax or non-tax authority.

11. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Cybertech has been retained to represent the owner(s) in the sale thereof and on which Cybertech or owner(s) has furnished information to Cybertech. Further, it shall not be necessary for Buyer to execute any additional agreements to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Cybertech or owner(s) initially furnished information to Buyer on such other business.

12. Buyer acknowledges receiving a copy of this Agreement, agrees to the terms and that this was given to Buyer at the time Cybertech began providing specific assistance in buying a business. The performance and construction of this Agreement shall be governed by the laws of the State of New York. All sums due hereunder shall be payable at the office of Cybertech in New York, and all parties hereto agree to forbear from filing a claim in any other jurisdiction. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

13. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators, and representatives. If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void, or unenforceable provision had not been contained herein.

14. The provisions hereof cannot be modified, amended, supplemented, or rescinded without the written consent of Cybertech and this Agreement sets forth the entire agreement and understanding.

Business ID# _____ Description _____

EXECUTED ON THIS _____ DAY OF _____, 20_____.

Printed Name of Buyer

Printed Name of Buyer

Signature (Individually and as
Duly Authorized Representative)

Signature (Individually and as
Duly Authorized Representative)

Printed Name of Signatory

Printed Name of Signatory

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Telephone

Telephone