

CONFIDENTIALITY AGREEMENT

TO: Prospective PURCHASER/LESSEE: _____

Thank you for your interest in our client's mergers and acquisitions (M&A) project and maintaining confidentiality.

You, as the prospective purchaser's agent, and the prospective purchaser will be the "Prospect" or "Prospective Purchaser" and Financial Exchange Corp., an Intermediary representing the client (SELLER), and that the client (SELLER) supplying confidential information will be the "Company".

The Prospect is interested in the acquisition, leasing or possession of all or part of the corporation of the Company business, or all or part of the business assets of the Financial Exchange Corp.'s client Company.

WHEREAS, the Company wishes to disclose to Prospect certain Confidential Information (as defined herein) belonging to the Company so that Prospect can discuss and evaluate a potential business relationship between Prospect and the Company; Approval by the Company by a confidentiality agreement between the Prospect and the Company must be performed before disclosing any such confidential information to a third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

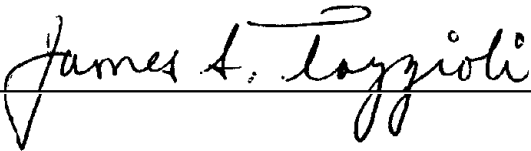
1. Definition of Confidential Information. For the purposes of this Agreement the term "Confidential Information" shall be defined as financial statements or records, customer lists, marketing information and sales information provided to Prospect by Company.
2. Exclusions. For the purposes of this Agreement, information shall not be deemed to be Confidential Information if such information:
 - a. is known by Prospect prior to disclosure by Company without previous disclosure agreement;
 - b. is publicly available at the time of disclosure;
 - c. subsequently becomes publicly available through no fault of Prospect; or
 - d. is rightfully acquired by Prospect from a third party who is not in breach of a confidential relationship with Company with regard to such information.
3. Obligations of Confidentiality. Prospect agrees to restrict disclosure of Company's Confidential Information to its attorneys, accountants, officers, directors, employees, consultants, agents, and/or financial advisors as may be reasonably necessary for the furtherance of the Evaluation of the Company, and then only to the individuals who have been advised of the confidential nature of the information and have agreed to protect its secrecy. Prospect further agrees that except for disclosure to its employees and agents under the conditions noted above, Company's Confidential Information shall be retained in secret and shall not be disclosed to any third party. The obligations of confidentiality shall extend for a period of five (5) years from the day and year written below.
4. Compelled Disclosure. In the event Prospect becomes legally compelled to disclose any of Company's Confidential Information, Prospect may furnish only that portion of the Confidential Information which is legally required.

Prospective Purchaser/Lessee Initial _____ Date _____

- 5. Use of Confidential Information. Prospect agrees that the Confidential Information shall be used solely and exclusively for the purpose of conducting the Evaluations described above. PROSPECT also agrees not to disclose to third parties the fact that the Evaluation is taking place.
- 6. Disclaimer of Other Relationships. This Agreement does not create a relationship of agency, partnership, joint venture or license between Prospect and the Company. Furthermore, nothing herein shall obligate either party to enter into any business relationship or agreement regarding the Company's assets.
- 7. Equitable Remedies. It is recognized and agreed that the Confidential Information shared by Company is unique and valuable and disclosure of such to third parties or use by Prospect for purposes other than provided herein could harm the Company. Prospect agrees that if Company is injured by a breach or a threatened breach of this Agreement, it shall be construed, enforced and governed in accordance with the laws of the state of

- 8. Attorney's Fees. In the event a party hereto institutes litigation to enforce or protect its rights Under this Agreement, the party prevailing in any such litigation shall be entitled to recover, in addition to all other relief, reasonable attorneys' fees, out-of-pocket costs and disbursements relating to such litigation.
- 9. Complete Agreement; Modification. This instrument sets forth the entire agreement between the parties relative to the subject matter herein. Modification or amendment of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties hereto. Neither party may assign nor otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

This agreement may be signed and executed in multiple counterparts, each one of which may be signed by one or more parties hereto. When two or more counterparts have been signed by all parties or agent of each party, all of such counterparts taken collectively shall constitute a single agreement.



Mergers & Acquisitions Business Intermediary
Financial Exchange Corp.

(Company, SELLER/LESSOR)

(Prospect, Prospective PURCHASER/LESSEE)

Date: _____

Date: _____