



DISCLOSURE/CONFIDENTIALITY AGREEMENT

Got CII Client Number: _____ **Business Description:** _____

This Agreement is made and entered into between the undersigned individually and on behalf of the below referenced business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "**Reviewer**") and Corporate Investment International, Inc. ("**CII**"), a Florida corporation for the benefit of CII and the above subject business entity, referenced as Seller ("**Seller**").
Whereas, Reviewer may request information from CII and Seller for the purposes of investigating a possible acquisition through the purchase or transfer of assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by a Seller. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and CII, Reviewer agrees as follows:

1. Reviewer will not disclose any information obtained hereunder, or in the course of its investigations of the business interests of the Seller, to any person or organization not so authorized in writing, or make known to others by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale.
2. Reviewer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of CII. Reviewer shall not contact the Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written authorization of CII. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Reviewer from or on behalf of a Seller at any time, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to CII and Seller. All information provided to Reviewer shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of CII, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither CII nor Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. Reviewer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against CII for Reviewer's reliance thereon. Reviewer acknowledges CII is acting solely as a transaction broker and therefore must deal honestly and fairly, maintain confidentiality and disclose all known facts that materially affect the value to the Reviewer and Seller.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, injunctive relief as necessary, to ensure the confidentiality of Seller's information and trade secrets), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement. The undersigned acknowledge the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.
6. Reviewer understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Reviewer understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of CII and/or Seller under any fee (or compensation) or other agreements.
7. Reviewer, In executing this Agreement, Acknowledges for a period of three (3) years from this date not to deal directly or indirectly with Seller without CII's written consent; and, should Reviewer do so and a partial or full sale or any other financial arrangement is consummated, Reviewer shall be liable for any and all damages CII may suffer, including but not limited to CII's compensation payable on the selling price or minimum compensation, whichever is greater. Reviewer understands that CII shall have the right to place a lien on the business assets to collect its compensation and this Agreement shall be the needed consent to do so as required by State Statute.
8. CII and its affiliates shall have the right to publicize its services and any transaction between you and the Company, at its own expense, and you grant CII and its affiliates the right to use your name and logo and disclose relevant financial information in connection therewith. A facsimile or email copy of this document and any signatures shall be considered for all purposes as originals.

REVIEWER:

(Print Name)

Company

Signature

Date

Address

Telephone#

Fax #

City

State

Zip

E-Mail

Agent/Selling Broker

Date

Corporate Investment International, Inc.

Mergers and Acquisition Group
1999 West Colonial Drive, Orlando, FL 32804
407-682-9600 Fax 407-682-3676

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