



The Oxford Capital Group, Inc.
 an affiliate of **Barbieri Realty, Inc.**

STANDARD "CONFIDENTIALITY/DISCLOSURE" AGREEMENT

_____ herein known as **PROSPECT**, acknowledges and agrees that **PROSPECT** approached **The Oxford Capital Group Inc. (BROKER)**, and that **BROKER** was the first to advise them of the availability and details concerning the following business and/or real property opportunity:

LISTING NUMBER _____ **BUSINESS DESCRIPTION:** _____

(If Blank then any listing information provided by *BROKER* is covered by this agreement)

1. **PROSPECT** understands and agrees that all dealings concerning the opportunity above will be handled only through **BROKER** and that **BROKER has entered into agreements with Seller(s) for the payment of commissions.** **BROKER** will furnish to **PROSPECT** certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of **BROKER**, be disclosed by **PROSPECT** or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by **PROSPECT**, its agents, representatives or employees, other than in connection with the purchase of one of the opportunities described above. **PROSPECT** shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to **BROKER** immediately upon **BROKER'S** request. **PROSPECT** agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.

2. Any and all information provided to **PROSPECT** is provided for informational purposes only. **BROKER** does not make any representations and/or warranties as to the accuracy of the information provided and that **PROSPECT** is to make his or her own independent evaluation of the opportunities described above. **PROSPECT** acknowledges that **BROKER** has advised **PROSPECT** to seek independent professional advice in the review and evaluation of the information provided and that **PROSPECT** should seek the advice of an attorney and/or certified public accountant. **PROSPECT** represents that **PROSPECT** has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. **PROSPECT** agrees to provide, upon request by **BROKER** or **SELLER**, financial statements, references and other pertinent information evidencing such financial sufficiency.

3. In the event **PROSPECT** discloses the availability of said designated opportunities to a third party who purchases a business without **BROKER** assistance or if **PROSPECT** contacts **SELLER** without **BROKER**, then **PROSPECT**, in addition to the remedies specified herein, is also responsible for payment of **BROKER'S** compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

4. For two years from the date of this Agreement, **PROSPECT** agrees not to deal directly or indirectly with the **SELLER'S** of the opportunities listed above without the prior written consent of **BROKER**. If **PROSPECT** enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a **SELLER** of an opportunity, including a leasing of the business premises from the **SELLER** or its Landlord is consummated, **PROSPECT** shall be liable for any and all damages **BROKER** may suffer, including but not limited to the **SELLER'S** commission payable on the sales price or minimum commission due under the Listing Agreement with **SELLER**, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. In order for **BROKER** to collect damages, **PROSPECT** agrees and does hereby appoint **BROKER** its' attorney in fact in order to execute all the documents necessary to place a lien on **PROSPECT'S** business assets so that **BROKER** can collect its compensation, and this Agreement shall be the consent to do so as required by the State of New Jersey .

5. This Contract shall be governed by the laws of the state of the State of New Jersey. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Bergen County, the State of New Jersey. The parties hereby agree that any controversy, which may arise under this Agreement, would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

Initial _____ Date _____ Initial _____ Date _____

(Please initial and date this page and then you must sign and complete the second page)

6. The **SELLER** is the intended beneficiary of all covenants of **PROSPECT**, which benefit the **SELLER**, including without limitation the covenants concerning the use of information disclosed to **PROSPECT**, and a **SELLER** may bring an action to enforce such covenants. **PROSPECT** represents and warrants to **BROKER** that **PROSPECT** does not represent a third party, governmental agency or competitor of the business, nor is **PROSPECT** employed by a competitor and the sole purpose for receiving any information regarding a business is to purchase said business. **PROSPECT** acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

Accepted by: _____
PROSPECT Signature Date

PROSPECT's STREET ADDRESS, CITY, STATE and ZIP

PROSPECT's TELEPHONE **PROSPECT's FAX**

PROSPECT's EMAIL ADDRESS

BY: Raymond J Barbieri, President and CEO, Agent for **SELLER**

AGENT Signature Date
The Oxford Capital Group Inc.
345 RT – 17 South
Upper Saddle River, New Jersey 07458-2327
PHONE : (201) 483-2380
FAX : (866) 233-9015
EMAIL : rbarbieri@theoxfordcapitalgroup.com

TYPE OF BUSINESS PREFERENCE: _____
(Preferred Sic Code or Business Type)

LOCATION PREFERENCE: _____

FINANCIAL: (Must be completed)

Minimum monthly income required _____

How much cash is available for down payment: \$ _____

When will it be available: _____

When do you want to take possession: _____

My personal or business estimated Net Worth: \$ _____

Who, besides yourself will be involved in the decision? _____

Do you require immediate income: YES _____ NO _____

A PERSONAL OR BUSINESS FINANCIAL STATEMENT MAY BE REQUIRED OF ALL POTENTIAL BUYERS BEFORE RECEIVING FINANCIAL INFORMATION ON ANY LISTING. WE MAY CONTACT OTHER BROKERS SO THAT YOU CAN BE MADE AWARE OF OTHER BUSINESS OPPORTUNITIES LISTED BY OTHER BROKERS.