IBG BUSINESS SERVICES INCORPORATED

Specific Non-Disclosure and Confidentiality Agreement

CONTENTS OF THIS DOCUMENT MAY NOT BE ALTERED OR EDITED IN ANY WAY

This Agreement is made and entered into between the undersigned individually and on behalf of undersigned's business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "**Reviewer**") and IBG Business Services, Inc., a Colorado corporation ("**IBG**") for the benefit of IBG and the following business entity presented by IBG as an acquisition candidate ("**Client**").

#7002 DISTRIBUTOR OF PREPAID INCENTIVE CARDS

Whereas Reviewer may request information from IBG and Client for the purposes of investigating a possible acquisition through the purchase or transfer of assets, or other business transfer or joint venture involving all or part of the business interests owned by Client. Therefore**,** in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Client and IBG, Reviewer agrees as follows:

1. Reviewer will not disclose any information about Client, whether obtained from IBG or elsewhere in the course of its investigations of the business interests of Client, to any person, organization, broker, intermediary, lending institution, prospective equity partner, or make known by disclosure or confirmation, that Client or any portion of its assets or ownership interests are for sale without specific prior written authorization by IBG.
2. Reviewer shall not contact Client, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Client for any purpose whatsoever (including the hiring of Client's employees) without specific prior written authorization by IBG. 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 agree to be equally bound by the provisions hereof prior to receiving information.
3. This Agreement applies to all information received by Reviewer from or on behalf of Client 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 Client. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to IBG and Client. 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 Client are completed, or upon written request of IBG, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither IBG nor Client 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 Client in a signed acquisition agreement 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 IBG for Reviewer's reliance thereon.
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, as necessary, to ensure the confidentiality of Client's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Reviewer understands and agrees Client is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Client'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 IBG and/or Client under any fee (or compensation) or other agreements. Reviewer agrees that if it violates the provisions of this Agreement and completes a Transaction with Client, Reviewer shall be jointly and severally liable with Client for any uncollected fees due to IBG from Client.
7. The respective obligations of the parties under this Agreement shall survive for a period of **three (3) years** following the date hereof. Reviewer, in executing this Agreement, acknowledges IBG is acting solely and exclusively as an agent for Client and therefore owes Client its undivided loyalty, confidentiality and full disclosure.

I have read, and agree, and accept the terms of this Agreement, and further certify that all information provided to IBG is accurate as of the date of this document. I authorize IBG to verify such information through such reference and background checks as Client may require.

REVIEWER: Date:_____

(Print name)	Company
Signature	Address
Title	City, State, Zip
E-Mail	Telephone # Fax #

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