

**CONFIDENTIALITY  
AND WARRANTY AGREEMENT**

The undersigned (the "Buyer") understands and acknowledges that Accelerated Innovations, Inc./Edward P. Stevens, Pres., (the "Consultant" has a valid agreement with the equity owners (the "Sellers") of the business and/or property described below (the "Business") whereby Consultant has been retained, for an agreed upon professional fee, to represent Sellers in the sale of the Business or Business assets. Buyer understands and acknowledges the Consultant is acting as the agent of the Sellers and that Consultant's primary duty is to represent the interests of the Sellers. The Business that is the subject of this Confidentiality and Warrant Agreement (the "Agreement") is as follows:

Company

Officers

In order for Consultant or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's due diligence process, and possible purchase of said Business or Business assets, and in consideration for Consultant's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Consultants and Sellers as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned as an employee, stockholder, officer or director of \_\_\_\_\_.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party could result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Consultant or Sellers has not been publicly disclosed, has not been made available to Buyer by any party or source other than Consultant or Sellers, and is being furnished 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 independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business or Business assets. 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 limitation, 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. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) 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 Consultant all Information previously furnished by Consultant 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.

3. Buyer will not contact the Seller's employees, customers, suppliers or agents other than Consultant for any reason whatsoever without the prior consent of the Consultant or Sellers.

4. The Information furnished by Consultant has been prepared by or is based upon representations of the Seller and Consultant has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Consultant 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.

5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to the withdrawal of said offering without notice.
6. Buyer will indemnify and hold harmless the Consultant 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 Consultant.
7. Buyer will not, for a period of three (3) 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 professional fees to be paid Consultant, with the professional fee being defined as the amount agreed upon by Consultant and Sellers in the "Professional Services 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 professional fees to be paid Consultant shall be the greater of either the minimum professional fee or the professional fee based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Consultant 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 professional fees agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Consultant, 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 professional fees to Consultant upon demand without any obligation on Consultant's part to first exhaust any legal remedies against Sellers.
8. Buyer represents that Buyer has sufficient financial resources to complete the transaction. Buyer agrees to provide, upon request by Consultant or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.
9. The performance and construction of this Agreement shall be governed by the laws of the State of Texas.
10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or 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.
11. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion as the Arbitrators shall decide.
12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Consultant has been retained to represent the owners in the sale thereof and on which Consultant or owners has furnished information to Buyer. 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 Consultant or owners initially furnished information to Buyer on such other business and/or property.
13. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Consultant and this Agreement sets forth the entire agreement and understanding

EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature (As Authorized Representative)

\_\_\_\_\_  
Signature (As Authorized Representative)

Typed/Printed Name of Signatory

Typed/Printed Name of Signatory

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Street Address

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Street Address

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City, State, Zip Code

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City, State, Zip Code

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Telephone

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Telephone