

HRI SERVICES INC.
CONFIDENTIALITY AGREEMENT

In connection with the possible acquisition by you, (the Buyer), _____ we “HRI Services Inc. Restaurant Brokers” will be furnishing you information regarding this business, its financial condition, operations and prospects of the company. In consideration of obtaining this proprietary information, you agree:

1. All the propriety information furnished by the company or us to you will be confidential.
2. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information for five years from the date to any person(s) or entities(s) other than your representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed acquisition.
3. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact and RETURN to us all proprietary information furnished to you with out keeping copies of it.
4. Although you understand that the company and we have included in this proprietary information which we consider to relevant for the purpose of your investigation, we do not make any representation or warranty as to its accuracy or completeness.
5. You acknowledge that we represent the Seller.
6. It is understood that if I interfere in any way with HRI Services Inc. Restaurant Brokers contractual right to fees from the Seller(s) I may be personally liable for payment of that fee. It is agreed, however, that if I make the purchase through HRI services Inc. I am not liable for the fee.

BUYER’S FINANCIAL RESOURCES

Cash on hand \$ _____ Value of Securities \$ _____
Equity in real estate \$ _____ Other \$ _____

If you are in agreement, please complete this form in full and this will indicate your acceptance.

Agreed to and accepted:

Signature _____ Date _____

Name (please print) _____

Street Address _____

City, State, Zip Code _____

Phone _____ Fax _____

E-Mail Address _____

Name of your restaurant _____