

Calder Associates
STANDARD BUYER'S CONFIDENTIALITY
AND WARRANTY AGREEMENT

_____ (**Insert "Buyer" Name**) understands and acknowledges that Calder Associates of Florida, LLC (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Buyer's Confidentiality and Warrant Agreement (the "Agreement") is as follows:

Description of Business: Education Based Training Business -Engagement #14631418

Broker or Seller will furnish Information (as hereafter defined) regarding the Business to Buyer for Buyer's evaluation and possible purchase of said business. For purposes of this Agreement, the term Information shall mean information regarding the Business, but shall not include such portions of the information which (i) are or become generally available to the public other than as a result of a disclosure by Buyer, its agents, representatives, advisors or employees; or (ii) was in Buyer's possession, or in the possession of its agents, representatives, advisors or employees on a non-confidential basis prior to its disclosure to Buyer or one or more of its agents, representatives, advisors or employees; or (iii) was independently developed by Buyer. In consideration for Broker's or Seller's furnishing such Information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature and has not been publicly disclosed, the disclosure of which to any other party may result in damage to the Seller and/or Business, and Buyer represents and warrants as follows:
 - (A) The Information has not been made available to buyer by any party or source other than Broker or Seller and is being furnished only 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. 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 Broker all Information previously furnished by Broker 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 or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.
4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker 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 prior sale or the withdrawal of said offering without notice.
6. Buyer will indemnify and hold harmless the Broker 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 Broker.

Please Initial _____

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 acknowledges that Broker has informed Buyer that Broker has an agreement with the Seller that provides for commission to be paid Broker by Seller, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing 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. 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. Should Buyer violates the foregoing provision, then Buyer will be liable for and pay any commission due Broker which has not been paid by Seller. A copy of the executed Standard Listing Agreement will be provided to Buyer, upon request, if Buyer becomes liable for payment of any part of the commission as herein stated.
8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein (if stated). Buyer agrees to provide, upon request by Broker 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 Florida. All sums due hereunder shall be payable at the office of the Broker in Orange County, Florida and all parties hereto agree to forbear from filing a claim in any other jurisdiction.
10. In the event that Buyer tenders an offer for Business, and such offer contains securities as it is defined in the Securities Act of 1933, and as further amended by law, and/or subject to the regulations of any state securities laws to which any sale pursuant to a definitive purchase agreement shall become subject to, Buyer agrees to complete all documentation related to Customer Identification Program, Sophisticated Investor, and/or Accredited Investor information as required by the Securities and Exchange Commission, U.S. Patriot Act, FINRA, and other Federal and/or State laws as may be in force at the time of such request upon presentation by Coastal Equities, Inc., a Broker-Dealer (member of FINRA, SIPC, and registered with the SEC and MSRB) that will represent Seller in any securities related aspects of a transaction.
11. 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.
12. A faxed, scanned and e-mailed copy, or other electronic copy of this Agreement received by Calder or Company, that has been executed by Buyer, shall be deemed to be an original and legally enforceable document.
13. 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 borne by the parties in such proportion as the Arbitrators shall decide.
14. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer.
15. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding.

EXECUTED ON THIS _____ DAY OF _____, 20__.

Calder Associates of Florida, LLC



 Signature (Individually and as
 Duly Authorized Representative)

Cress V. Diglio, Managing Partner
 Typed/Printed Name of Signatory

1507 S. Hiawassee Rd. Suite 212
 Street Address

Orlando, FL 32835
 City, State, Zip Code

407-499-2855
 Telephone

 Typed/Printed Name of Buyer

 Signature (Individually and as
 Duly Authorized Representative)

 Typed/Printed Name of Signatory

 Street Address

 City, State, Zip Code

 Telephone E-Mail Address