



STANDARD NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") will confirm our mutual understanding in connection with Gibson Business Development Group, Inc. d.b.a. Gibson and Associates, Inc. ("GAI") providing _____ ("Prospect") confidential information regarding The Business of Interest listed below as ("The Business").

Information means all confidential oral or written data, reports, records or materials ("Information") obtained from GAI or The Company, including the name, address and type of business of The Business, the knowledge that The Business may be considering a sale, or even the fact that Information has been provided. Information shall not include, and all obligations as the non-disclosure by the Prospect shall cease to any part of, such information to the extent that such information (i) is or becomes public other than as a result of acts by the Prospect; (ii) can be shown was already known to the Prospect at the time of its disclosure hereunder; (iii) is independently obtained by the Prospect from a third party having no duty of confidentiality to The Business; (iv) is independently developed by the Prospect without use of any information supplied hereunder; (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process; or (vi) is not confidential.

Information is being furnished solely in connection with Prospect's consideration of the acquisition of The Business and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to Prospect's employees, lenders, investors, advisors and agents whose knowledge of the Information is required for Prospect to evaluate The Business as a potential acquisition and whom shall assume the same obligations as under this Agreement. The Prospect hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The Prospect further agrees that it will not interfere with any business of The Business through the use of any Information or knowledge acquired under this Agreement nor use the information to contact or solicit customers, vendors, or suppliers of The Business.

The Prospect understands and agrees that all dealings, appointments, correspondence, and contacts with The Business will be handled through GAI.

It is understood that The Business is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.

It is understood that GAI makes no representation or warranties as to the completeness or accuracy of any information and no guarantee or assurance of any future value or income from The Business. Any and all representations and warranties shall be made solely by The Business in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

The Prospect acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

Should there be no interest in The Business as an acquisition; all Information shall be promptly destroyed or returned to GAI as directed by GAI or The Business.

The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

The Business of Interest ("The Business"): Specialty Education Supply Business (#1302052)

"Prospect" (Please print name): _____

Street Address: _____

City, State, ZIP _____

Telephone: _____ FAX: _____ Website: _____

Cell: _____ E-mail: _____

Signature: _____ Date: _____

(Authorized Representative and Title)

Gibson and Associates, Inc.