

## **CONFIDENTIALITY/DISCLOSURE STATEMENT**

\_\_\_\_\_, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached Computer Express, Inc. (SELLER), and that SELLER was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties:

| <b>LISTING #</b> | <b>TYPE/ DESCRIPTION</b>            |
|------------------|-------------------------------------|
| 1) 4415923       | Computer repair / US Virgin Islands |

PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER, and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself, and the PROSPECT'S sole purpose in seeking information about the business is to purchase a business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein and/or with respect to SELLER, then SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages.

- All data on business opportunities are provided for information purposes only. SELLER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied by SELLER and to examine any and all applicable documentation relevant to the transaction.

-This Contract shall be governed by the laws of the United States Virgin Islands. The parties agree that prior to the institution of Arbitration as hereinafter set out, they will have the option of attempting to settle any dispute or claim between them arising out of this document, the breach, or interpretation thereof, to non-binding Mediation in terms of the American Arbitration Association (AAA). All cost of Mediation shall be equally borne by the parties. The parties specifically agree, subject to the provision of Mediation referred to above, to submit any controversy or claim arising out of or relating to the Contract, or the breach thereof, either to a Court of Competent Jurisdiction to file a suit at law and/or in equity, with venue in the United States Virgin Islands, or to resolution by Arbitration in accordance with the commercial arbitration rules of the AAA. The prevailing party in any litigation over this contract shall be entitled to an award of reasonable attorney's fees, paralegal fees, expert witness fees, costs and expenses (whether or not taxable as

court costs). A judgment upon any award rendered by the arbitrators shall be entered by a court having subject matter jurisdiction therein. The parties hereto agree that jurisdiction and venue for the entry of judgment upon said arbitration award shall be in the United States Virgin Islands. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any representatives of the arbitrators' costs, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in the arbitration. No action shall be entertained if filed more than two years subsequent to the date the cause(s) of action actually occurred regardless of whether damages were otherwise as of said time calculable.

- The SELLER is the intended beneficiary of all covenants of PROSPECT, which benefit the SELLER, including, without limitation, the covenants concerning the use of information disclosed to PROSPECT, and may bring an appropriate action to enforce such covenants. The PROSPECT acknowledges receiving a copy of this document. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

EXCEPTIONS: Obligations under this Agreement shall not apply to any portion of the confidential information which (a) is already known to the receiving party at the time that it is disclosed; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) has been lawfully received from a third party who rightfully disclosed such information without restriction; (d) has been independently and legally derived or developed by the receiving party; (e) has been approved for release by written authorization of the disclosing party; or (f) is required to be disclosed under legal process, provided the other party is given prior notice, and the party compelled to make the disclosure takes all steps available to protect the Confidential Information in the context of the proceeding.

## **SIGNATURE LINES BELOW**

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**Name**

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**Date**