

General Non-Disclosure and Confidentiality Agreement

This Agreement is made and entered into between the undersigned individually and on behalf of undersigned's business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "Reviewer") and Solutions 4 Child Care, Inc., a North Carolina corporation ("S4CC") for the benefit of S4CC and any subject business entity presented by S4CC as a potential acquisition candidate, referenced as Seller ("Seller").

Whereas Reviewer may request information from S4CC and a Seller for the purposes of investigating a possible acquisition through the purchase or transfer of assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by a Seller. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and S4CC, Reviewer agrees as follows:

1. Reviewer will not disclose any information obtained hereunder, or in the course of its investigations of the business interests of a Seller, or any person or organization not so authorized in writing, or make known to others by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale.
2. Reviewer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of S4CC. Reviewer shall not contact a Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written authorization of S4CC. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Reviewer from or on behalf of a Seller at any time which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to S4CC and Seller. All information provided to Reviewer shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon request of S4CC, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither S4CC or Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. Reviewer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against S4CC for Reviewer's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Reviewer understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Reviewer understands and agrees it will no knowingly take any action such as will interfere with or adversely affect the rights of S4CC and/or Seller under any fee (or compensation) or other agreements.
7. The respective obligations of the parties under this Agreement shall survive for a period of three (3) years following the date hereof. Reviewer, in executing this Agreement, acknowledges S4CC is acting solely and exclusively as an agent for the Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

I have read, and agree, and accept the terms of this General Non-Disclosure and Confidentiality Agreement, and further certify that the information in this Confidential Buyer Information Form is accurate as of the date of this document and I authorize S4CC to verify such information through such reference and background checks as its client may require.

REVIEWER(s): _____ (Print name) _____

Signed _____ Signed _____ Date _____