

**EXHIBIT 5**  
**CONFIDENTIALITY AGREEMENT**

AMCHECK NATIONAL FRANCHISE CORPORATION

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I am considering entering into a Franchise Agreement with AMCHECK National Franchise Corporation ("AMCHECK"). As part of the due diligence process, AMCHECK is allowing me to view its confidential and proprietary Operations Manual. In anticipation of the confidential information to be disclosed to me by AMCHECK, I agree as follows:

1. I will not disclose, communicate, divulge or use for the benefit of any person or entity, any confidential information, knowledge, or know-how, methods of operation, suppliers, on marketing concepts of AMCHECK which are contained in whole or in part in the Operations Manual.

2. Any breach of this agreement shall cause irreparable harm to AMCHECK and, therefore, in the event of a breach or threatened breach of the provisions of this Nondisclosure Agreement, AMCHECK shall be entitled to an injunction restraining me from disclosing or appropriating in whole or in part, the confidential information, or from rendering any services to any person or entity to whom such confidential information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting AMCHECK from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages.

3. Any and all information, knowledge and know-how, including, without limitation, materials, techniques, systems, products, suppliers and other data will be deemed confidential for purposes of this Agreement, except information: 1) which I can demonstrate lawfully came to my attention prior to disclosure by us or 2) which, at the time of disclosure by me, had lawfully become a part of the public domain, through publication or communication by others.

By my signature hereof, I hereby agree to abide by the provisions of this Agreement.

By: \_\_\_\_\_

Date: \_\_\_\_\_