

BUYER'S NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

The undersigned prospective Buyer requests information on (Title or Description) _____. Such information shall be provided to the undersigned for the express purpose of entering into discussions with the Seller of said Business for the possible purchase of the Business. The term 'Buyer' applies to the undersigned and any partnership, corporation, individual, or Broker/Agent thereof with which the undersigned is affiliated. The undersigned agrees as follows:

Non Disclosure of Information: The undersigned acknowledges that the Seller desires to maintain the confidentiality of the information provided. The undersigned agrees not to disclose or permit access to any of the Confidential Information provided without prior written consent of the Seller to anyone other than Buyer's employees, legal or accounting advisors, lenders or other advisors to whom disclosure is necessary for the Buyer to evaluate the business. Disclosure of Confidential Information shall be made to these parties only in conjunction with the possible purchase of the Business and only if these parties understand and agree to maintain the confidentiality of the information. The undersigned shall be responsible for any breach of this agreement by these parties. The Buyer or these parties may not use this confidential information for any purpose other than to evaluate the business for possible purchase. If the Buyer chooses not to purchase the Business, all Confidential Information shall either be returned to the Broker or destroyed (Broker's Choice).

Definition of "Confidential Information": The term "Confidential Information" shall mean all pertinent information regarding the Business, including the fact that the Business is for sale, that the Seller can provide the Buyer to help the Buyer make a decision in purchasing the Business. This usually includes but is not limited to, location, financial records, tax returns, inventory lists, client lists, contracts, business manuals and methods, marketing plans, advertising, employee lists, payroll, facilities leases, franchise agreements and any other information that Buyer discovers about the Business, either orally or written, from information provided by the Broker or the Seller or through visits to the Business, other types of discovery, or conversations with Seller or Seller's employees, agents, customers or representatives. "Confidential Information" does not include any information that is readily known to the public.

Disclaimer of Broker's Liability and Buyer's Responsibility: When Business Brokers place a Business on the market, they receive certain information about the Business from the Seller. This information may include but is not limited to, cash flow projections, financial statements, inventory lists, facilities leases, franchise agreements and other such information that enable the Broker to establish a *market value* for the Business. Based on the information provided by the Seller, Broker may prepare a summary of the Business which may include a cash flow projection or an adjusted income statement. Buyer understands that all information provided is information that has been furnished by the Seller. Broker does not confirm or verify the data provided and make no representation as to the accuracy or reliability of the information. The Buyer is solely responsible for all investigations and examinations that may affect Buyer's decision to purchase the Business and/or the price to pay for the Business. Any decision by the Buyer to purchase the Business should be based solely on these investigations and that of legal, tax and other advisors whose counsel that the Buyer chooses to seek. **Broker urges the Buyer to obtain independent legal, tax and other professional counsel that Buyer deems necessary.**

Non-Circumvention Agreement: The Seller has entered into an agreement agreeing to pay a fee to the listing Broker if during the term of that agreement, or for a period specified in that agreement, usually one year after that agreement expires, the Business is transferred to a Buyer introduced by the listing Broker or a cooperating Broker. Buyer shall conduct all inquiries in and discussions about the Business solely through the Broker and shall not directly contact the Seller or Seller's representatives. Should Buyer purchase all or part of the Business, acquire and interest in, or become affiliated with the Business in any way without the Broker's participation, or in any way interferes with the Broker's right to a fee, Buyer shall be liable to listing Broker for such fee and any other damages including reasonable arbitration fees, attorney fees and costs.

Other Terms: Neither Buyer nor Buyer's agents will visit the Business or contact any of the Seller's employees, customers, vendors, landlords, suppliers without the Seller's written permission. Visits to the Business will only be allowed in the presence of the Seller or Seller's listing Broker and with the Seller's written permission. Listing Broker acts as an agent for the Seller only, but with written permission from both parties, may represent both the Seller and Buyer as a Dual Agent, and in some cases, multiple Buyers. In all cases, these situations will be disclosed to Seller and Buyer(s) in writing. Seller is specifically intended to be the beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. This Agreement can only be modified in writing by both Broker and Buyer. This Agreement shall be governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. If Buyer is a corporation, partnership, or other such legal entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

_____ Signature	_____ Date	_____ Printed Name	
_____ Signature	_____ Date	_____ Printed Name	
_____ Email Address	_____ Cell Phone	_____ Other Phone	
_____ Street Address	_____ City	_____ State	_____ Zip