Arizona Sunbelt Business Advisors

Buyer Non-Disclosure and Agency Agreement

This is intended to be a legally binding agreement. Read it carefully before signing.

Arizona Sunbelt Business Advisors *(hereinafter "Broker") is engaged by clients (hereinafter "Sellers") to market and arrange the sale of their business (hereinafter "Business" or "Businesses"). Broker is in possession of confidential information provided by Sellers. The undersigned party (hereinafter "Buyer") acknowledges the desire to receive from Broker such confidential information about Businesses for sale for the sole purpose of evaluating the possible purchase of a business and/or real property offered for sale. In consideration of good and valuable service provided by Broker and useful and valuable information provided in good faith by Sellers, Buyer agrees as follows:*

Buyer Shall Keep All Information Confidential. Buyer acknowledges that information disclosed by Broker or Sellers regarding Businesses for sale is highly sensitive, privileged and confidential (hereinafter "Confidential Information"). Buyer understands that Confidential Information includes but is not limited to; the fact that a Business is for sale; financial performance data; operational details; proprietary product or service information, the identity of suppliers, customers, employees and landlords; and any other disclosed information not generally known to the public. Any Confidential Information disclosed to others by Buyer may be damaging to the Businesses and Sellers. Buyer agrees not to disclose Confidential Information to anyone other than Buyer's close professional advisors and affiliates who shall also agree to be bound by the same confidentiality. Buyer agrees not to make copies of Confidential Information without prior consent of the Broker or Seller and that all Confidential Information must be returned to Broker in the event that Buyer decides not to pursue the purchase of the Business.

Buyer Shall Direct All Contact Through Broker. Neither Buyer nor Buyer's agents will contact the Sellers directly or the Seller's landlords, property managers, employees, suppliers, or customers except through Broker or with Brokers prior written consent. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of a Business presented by Broker must be conducted exclusively through Broker.

Buyer Shall Use Information For Evaluation Purposes Only. Buyer acknowledges and confirms that his/her intent is solely to evaluate Businesses for a possible purchase and not for purposes of gaining information to compete with a Business or to disclose information to competitors of a Business, the IRS, or any other governmental or taxing agency. Buyer agrees not to use any of the Confidential Information for personal financial gain.

Buyer Shall Not Circumvent Sellers and/or Broker. Buyer and/or its agents will not circumvent Sellers and/or Broker by contacting customers, employees, vendors or landlords of disclosed Businesses or by obtaining property leases, or any other sensitive information about Businesses using knowledge gained through Broker or Seller. Buyer and/or its agents will not circumvent Broker nor interfere with Sellers contractual obligations to Broker by entering into a transaction with Sellers which would reasonably be construed as a sale or transfer of interest, in whole or in part, in a business represented by Broker.

IMPORTANT BUYER DISCLOSURES

Broker is The Seller's Agent. Broker represents the Sellers of Businesses listed for sale with Broker under listing agreements providing a fee to be paid by Sellers to Broker upon a successful sale, trade, lease, or transfer of the Seller's Business or property. Broker does not represent the Buyer regarding Businesses listed by Broker.

All Information Is Supplied By The Seller. All information about the Businesses is provided by the Sellers and has not been verified by Broker. Sellers are the source of all representations made about their Businesses. Verification of supplied information is the Buyer's responsibility.

Business Ownership Involves Certain Risks. Buyer understands that purchasing any business represents an investment risk. Buyer will not rely solely on the unverified information provided by Broker. Broker can not and does not verify the accuracy of said information and makes no warranty, or guarantee, expressed or implied, as to the accuracy of such information or the future prospects of any Business.

Buyer Should Obtain Professional Counsel. Buyer should obtain professional assistance from independent accounting, legal, and financial advisors prior to consummating an agreement to purchase any business opportunity or real property investment.

I the undersigned Buyer, understand and agree that this agreement is legally binding upon me and all my agents involved in the analysis and evaluation of disclosed Confidential Information. I understand and agree that the Sellers and/or the Broker have the right to seek any and all lawful remedies to enforce the terms of this agreement. By signing this Agreement, I acknowledge that I have read and fully understand the terms, conditions and disclosures contained herein. Receipt of a copy of this agreement is hereby acknowledged.

X_____

Buyer Signature | Print Name | Date

_____

Address | City | State | ZIP

Phone:(____)_____ Fax:(____) _____ E-mail: _____

X_____
Sunbelt Agent

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