

Confidentiality / Non Disclosure Agreement

Premier Sales, Inc., ("Premier") and all other brokers with whom Premier Sales, Inc. is cooperating (collectively referred to as "Broker") agreement with the Sellers of those businesses that have placed their businesses for sale ("Seller") requires that Broker obtain a Confidentiality/Non Disclosure Agreement and evidence of financial ability before disclosing the name and location and other information regarding Seller's business. Therefore, in consideration of Broker providing the information on any Seller's business I/we the undersigned, on behalf of us individually and any partnerships, corporations, limited liability companies or other entities we are affiliated with, either now or in the future, (collectively referred to as "the undersigned" , or "the Buyer") represent, understand, acknowledge and agree that:

1. **Information provided on any Seller's business is confidential and will be held in the strictest confidence.** The undersigned agrees not to divulge any information, including the name of the business, except to personal advisors, and only then on a confidential basis. Said advisors will be instructed not to discuss any of this information with any third party unless written permission from Seller is obtained. The undersigned agree that all materials (financial statements, descriptive profiles, tax returns, etc.) shall be returned to Seller within seven days of being asked to do so. The undersigned further agrees not to reproduce, copy or disseminate these materials, except to personal advisors.
2. **The sole intent of the undersigned is to evaluate suitable businesses for purchase/lease/exchange and not for purposes of gaining information** for business competitors, Internal Revenue Service, or any other governmental/tax agency.
3. **All information about the Seller's business is provided by Seller and is not verified, checked for accuracy or otherwise audited by Broker and should be thoroughly and independently evaluated and investigated** The undersigned understands that purchasing a business represents substantial risks, requiring professional assistance from independent accounting, legal and financial advisors to verify said information prior to consummating a transaction and acknowledge that the undersigned have been advised by Broker to seek the same. The undersigned will not rely solely on the unaudited information provided by Broker or Seller.
4. **If the undersigned enters into an agreement to purchase a business, the undersigned will provide a personal and/or business financial statement and resume** and the undersigned authorizes Seller to obtain, through standard reporting agencies, financial and credit information about the undersigned and/or the companies or affiliates the undersigned represents for the purpose of Seller extending credit to the Buyer. Seller and Broker will hold the information confidential.
5. **The undersigned acknowledges that Seller would sustain irreparable damage in the event of breach of this agreement by the Buyer.** If such a breach occurs, Seller is entitled to seek and obtain immediate legal relief (specific performance or injunctive relief, compensatory or punitive), including reimbursement of reasonable attorney's fees and court costs. This agreement is further binding on all employees, directors, officers/other representatives of the Buyer.
6. **The undersigned will not contact Sellers or their landlords, managers, employees, suppliers or customers except through Broker.** All correspondence, inquiries, offers to purchase and negotiations relating to the purchase of any business presented by Broker will be conducted exclusively through Broker.

7. **The undersigned understands and agrees that Broker is an agent for Seller, not for the Buyer,** and the Broker has a contract with Seller providing a fee to be paid to Broker by Seller upon sale, trade, lease or other transfer of Seller's business or property. The undersigned will not be responsible for the fee to Broker if the undersigned purchases the business through Broker. If, at any time, the undersigned should circumvent Premier (as used individually and not under the collective term of "Broker") and become a manager, trade, purchase stock, invest in or otherwise become connected with a Seller's business, or if Buyer discloses the availability of Seller's business to any third party and this third party purchases Seller's business without Premier, a full commission which would have been payable to Premier by Seller will be due and payable by the Buyer to Premier. This remedy is available to Premier in addition to any other remedy provided to Premier against the Buyer. Any changes in representation by Broker must be in writing and shall be disclosed to all involved parties.

I/We, the undersigned, understand, acknowledge and agree that this agreement is legally binding upon the undersigned, as defined above, and all others involved in the analysis and evaluation of this information in connection with the possible purchase of Seller's business, and agree that Seller will have the right to apply any court jurisdiction for a restraining order or such other relief as may be appropriate to reinforce the terms of this agreement and may look to the undersigned for any compensatory or punitive damages, including court costs and attorney's fees which may result from any breach of this agreement. I/We acknowledge reading, understanding and receiving a copy of this agreement, accepted on the date written below.

Agency Confirmation: Premier Sales, Inc is the agent of the:

Buyer exclusively: or Seller exclusively: (check one).

The BROKER and/or agents are not attorneys or tax advisors and cannot give advice regarding legal or tax matters. BUYER and SELLER agree if legal or tax advice is desired they should contact a professional tax advisor and/or attorney.

AS TO BUYER: By signing this agreement, BUYER hereby acknowledges that BUYER is relying solely on BUYER'S own inspection of the business, his personal examination of the equipment, fixtures, inventory, leasehold improvements and other assets of the business and the representations of SELLER, not the BROKER with regards to the prior operating history of the business, the value of the assets being purchased and all other material facts of seller in making this offer. BUYER acknowledges that BROKER has not verified, and will not verify, the representations of SELLER and should any such representations be untrue, BUYER agrees to **look solely to SELLER for relief and to defend, indemnify and hold BROKER harmless** in connection with all losses and damages caused BUYER thereby.

By closing escrow, the BROKER and its agents shall therefore be defended, held harmless, indemnified and released by the BUYER and SELLER as it pertains to this purchase agreement regarding future legal actions.

_____, _____
Buyer's Initials

I / we have obtained information on the following business(s) for the sole purpose of evaluating them for purchase.
 I / we will abide by the provisions set forth in this Confidentiality/Non Disclosure Agreement, dated this day _____, which I /we have reviewed and signed.

	<u>Business Listing #</u>	<u>Your Initial</u>	<u>Date</u>	<u>Business Description</u>
1. #	_____	_____	_____	
2. #	_____	_____	_____	
3. #	_____	_____	_____	
4. #	_____	_____	_____	

The following *must* be completed

Principal (1) Printed Name: _____
 Signature: _____
 Address: _____ City _____ State _____ Zip _____
 Home Tel () _____ Work Tel () _____
 Mobile Tel () _____ Fax () _____
 e-mail: _____

If applicable
Principal (2) Printed Name: _____
 Signature: _____
 Address: _____ City _____ State _____ Zip _____
 Home Tel () _____ Work Tel () _____
 Mobile Tel () _____ Fax () _____
 e-mail: _____

After reviewing, completing and signing this Confidentiality/Non Disclosure Agreement, please fax back to Premier Sales, Inc.

FAX (480) 905-0131

Premier Sales, Inc.
 8767 E. Via de Ventura, Suite 100
 Scottsdale, AZ 85258
 Phone: (480) 905-9030

Agent for Broker _____
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Buyers Initials _____, _____