Confidentiality and Non-Circumvention Agreement

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

"TucsonBizForSale.com", (hereinafter Broker) *is in possession of or has access to confidential information regarding businesses for sale either listed by TBFS or by other brokers. The parties signing below (hereinafter Buyer) acknowledge their desire to receive from Broker such confidential information.* ***In consideration of good and valuable service provided by Broker and useful and valuable information provided in good faith by Seller(s), Buyer agrees as follows:***

Buyer Shall Keep Information Confidential

Buyer understands that any confidential information disclosed to others may be damaging to the business, the Seller and the Buyer. Buyer understands that confidential information includes: the fact that business is for sale; financial details; business details; identity of suppliers, customers and landlords; and any other disclosed information not generally known by the public. Buyer agrees not to disclose confidential information to anyone other than their advisors who shall also agree to be bound by the same confidentiality. Buyer agrees to caution their advisors to maintain this confidentiality. Buyer agrees that all copies of materials and data provided shall be returned to Broker in the event that Buyer decides not to pursue purchase of business. Buyer acknowledges and confirms that intent is solely to evaluate businesses for purchase and not for purposes of gaining information for business competitors, the IRS, or any other governmental or taxing agency. Buyer is not an employee or agent of the IRS or the FBI.

Buyer Shall Direct All Contact Through Broker

With regard to disclosed businesses, neither Buyer nor Buyer's representatives will contact the business owner, landlord, property manager, 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. Buyer and/or its representatives will not circumvent Seller and/or Broker by obtaining any information about the businesses using knowledge gained through Broker. This includes contacting any government agency regarding licenses or permits to operate. If Buyer and/or its representatives should circumvent Broker and effect any such transaction with Seller within eighteen (18) months after the date of signing below, then Buyer shall immediately become liable for the full commission specified in Broker's contract with Seller and said commission shall be immediately due and payable.

Confidential Information Is Provided By Seller

All information about the business is provided by the Seller and is not verified by Broker. Buyer understands that purchasing a business represents investment risks and that Buyer should obtain professional assistance from independent accounting, legal, and financial advisors to verify said information prior to executing an agreement to purchase any business. Broker cannot verify the accuracy of said information and makes no warranty or guarantee, expressed or implied, as to the accuracy of such information.

Buyer understands and agrees that this agreement is legally binding upon Buyer and all Buyer's representatives involved in the analysis and evaluation of disclosed information. Buyer understands and agrees that Seller and/or Broker have the right to seek any and all lawful remedies to enforce the terms of this agreement. Buyer acknowledges that Buyer has read and understands the disclosures contained herein. This agreement concerns all businesses introduced to Buyer by Broker within six (6) months of this agreement.

Receipt of a copy of this agreement is hereby acknowledged.

X_____

Buyer Signature | Print Name | Date

_____

Address | City, State, ZIP | Telephone/Email

X_____

Buyer Signature | Print Name | Date

_____

Address | City, State, ZIP | Telephone/Email

X_____

For Broker | Print Name | Date

_____

Specific Business Interest

TucsonBizForSale.com