

CONFIDENTIALITY AGREEMENT

The owner of the Business (as defined below) requires that the broker (**First Street Business Brokers, LLC hereafter the "Broker"**) obtain a Confidentiality Agreement before disclosing information concerning the Business. In consideration for the Broker's providing the undersigned with information concerning the Business, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby covenants, agrees, represents and warrants, as follows:

1. The undersigned (the "**Buyer**"), as a potential purchaser of the following business: _____ ("**the Business**"), desires sufficient information to complete an evaluation of the Business, and, in consideration thereof, the Buyer (on behalf of the Buyer and any and all agents, employees and representatives of the Buyer) agrees: (a) to use any and all of the Information (as defined below) for the sole purpose of evaluating a possible acquisition of the Business (and for no other purpose, including, without limitation, for the personal account of the Buyer); and (b) never to disclose (whether directly or indirectly), and to keep strictly confidential (unless otherwise authorized in a written document signed the owner(s) of the Business), any and all such Information concerning the Business, except for such information as may be available from public or published sources.

For the purposes of this Agreement, the terms "**Business**," "**business**" and "**real estate**" shall be deemed to include any and all business and/or real estate opportunities presented or introduced to the Buyer by the Broker from time to time, regardless of whether any such opportunity has been specifically described above. The term "**Buyer**" shall be deemed to include the undersigned, individually, and as an authorized representative, agent, employee, member, partner, owner, shareholder, director, consultant, contractor or manager binding the organization or legal entity with which the undersigned is affiliated, employed and/or purports to represent.

For the purposes of this Agreement, "**Information**" shall include any and all oral and written information concerning the Business as may now or in the future be disclosed or given to the Buyer, including, without limitation: (a) the name and location of the Business and the knowledge that the Business is for sale; (b) all written data, contracts, business plans, financial information, financial statements, tax returns, marketing and advertising materials, memoranda, reports, records, and other materials concerning the Business (whether prepared or assembled by the Broker or otherwise); (c) all information concerning the agents, employees, contractors, vendors, customers and clients of the Business; (d) all intellectual property, software and trade secrets of the Business; (d) all of the prospects, plans and contemplated business strategies of the Business; and (e) all information, conditions, facts, factual circumstances and disclosures concerning real estate, if any.

2. No portion of the Information shall be disclosed to third parties, except to the Buyer's financial or legal representatives, whose knowledge of the Information is required for the Buyer to evaluate the Business for a potential acquisition and who shall assume and be bound by the same obligations and terms of this Agreement.

3. The Buyer shall not use any of the Information to the detriment of the Business and the Buyer shall not interfere in any manner with the operations or affairs of the Business. The Buyer shall not contact directly the Business and/or any parties related to the Business (including, without limitation, the owner(s), employees, customers or clients, vendors or suppliers, or the landlord), except acting through the Broker, as intermediary.

4. All correspondence, inquiries, offers to purchase and negotiations relating to the acquisition, purchase or lease of the Business (including any other business opportunity presented or introduced to the Buyer by the Broker) shall be conducted exclusively through the Broker. The Buyer agrees not to circumvent the Broker, including, without limitation, by entering into any offer or agreement to purchase, employment contract or agreement for services, or any similar arrangements with the owner(s) of the Business, or otherwise by soliciting or obtaining the properties, leases, customers, clients, employees, vendors, or suppliers, or any other aspect of the Business (nor will the Buyer directly or indirectly assist or promote in any way any third-party for any of these purposes). Should the Buyer breach these non-circumvention provisions, the Buyer shall be deemed to have acknowledged that the Broker is the procuring cause of such agreements or arrangements and shall be directly liable (jointly and severally with the owner(s)) for the payment of any and all commissions or fees (including attorneys' fees and costs of collection) due to the Broker pursuant to the Broker's contractual arrangements with the owner(s) of the Business.

5. All of the Information, including all copies, shall be returned to the Broker should the Buyer not acquire the Business.

6. Should the Buyer execute an offer or other agreement to purchase the Business, the Buyer authorizes the Broker and/or the owner(s) of the Business to obtain, through standard reporting agencies, financial and credit information concerning the Buyer (and the companies and parties affiliated with the Buyer), with the understanding that this information will be held confidential by the Broker and the owner(s) of the Business, and will be used solely for the purpose of evaluating the creditworthiness of the Buyer.

7. The Business, including the owner(s) of the Business (as a third-party beneficiary), may enforce the terms and conditions of this Agreement respecting the Buyer's conduct (e.g., confidentiality, noninterference with the Business, etc.) as if it or they were a party hereto, including enforcing this Agreement in a court of law to prevent any breach or threatened breach of this Agreement.

8. The Buyer is not employed by the Internal Revenue Service and/or any state taxing authority, nor is the Buyer (either directly or indirectly) a competitor of the Business or an agent or representative of the landlord for the Business.

9. IMPORTANT DISCLOSURES; WARRANTY AGREEMENTS OF PROSPECTIVE BUYER

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE INFORMATION EITHER HAS BEEN FURNISHED DIRECTLY BY THE OWNER(S) OF THE BUSINESS OR PREPARED BY THE BROKER BASED UPON INFORMATION PROVIDED BY THE OWNER(S) OF THE BUSINESS AND/OR THE OWNER(S) PROFESSIONAL ADVISORS (ON BEHALF OF THE OWNER(S)); (B) THE BROKER HAS NOT VERIFIED THE INFORMATION IN ANY MANNER; (C) THE BROKER MAKES NO REPRESENTATIONS OR WARRANTIES (EITHER EXPRESS OR IMPLIED), AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE INFORMATION; AND (D) THE BUYER IS RELYING SOLELY UPON THE OWNER(S) OF THE BUSINESS AS TO THE ACCURACY, COMPLETENESS AND COMPLETENESS OF THE INFORMATION.

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) IT IS THE BUYER'S RESPONSIBILITY TO MAKE AN INDEPENDENT INVESTIGATION TO VERIFY THE INFORMATION AND TO PERFORM (OR TO RETAIN PROFESSIONAL ADVISORS TO PERFORM) DUE DILIGENCE CONCERNING THE INFORMATION AND THE BUSINESS AND ITS OPERATIONS; AND (B) THE BROKER HAS (AND HEREBY) ADVISES THE BUYER TO ENGAGE ACCOUNTANTS, ATTORNEYS, AND/OR ANY OTHER CONSULTANTS AND ADVISORS, INCLUDING SUCH BUILDING INSPECTORS, ENVIRONMENTAL INSPECTORS, EQUIPMENT INSPECTORS AND APPRAISERS, AND REAL ESTATE APPRAISERS AS MAY BE NECESSARY IN ORDER TO PROPERLY VERIFY AND EVALUATE THE INFORMATION AND TO ASSIST THE BUYER CONCERNING THE PROSPECTIVE PURCHASE OF THE BUSINESS (INCLUDING ANY REAL ESTATE).

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE BROKER DOES NOT PROVIDE TAX, ACCOUNTING OR LEGAL ADVICE, NOR DOES THE BROKER PROVIDE ANY INSPECTION SERVICES, EQUIPMENT OR REAL ESTATE APPRAISAL SERVICES; AND (B) THE BROKER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) PROJECTIONS OR ASSERTIONS OF THE CERTAINTY OF ANY PAST OR FUTURE ECONOMIC VALUE, INCOME, SALES, OR EARNINGS CONCERNING THE BUSINESS (INCLUDING ANY REAL ESTATE) AND THE OPERATIONS THEREOF, AND THE BROKER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WITH RESPECT THERETO.

ALL BROKERS/SALESPERSONS (REGARDLESS OF WHETHER AFFILIATED WITH THE BROKER) REPRESENT THE OWNER(S) OF THE BUSINESS (NOT THE BUYER) IN THE MARKETING, NEGOTIATING, AND SALE OF THE BUSINESS, UNLESS OTHERWISE DISCLOSED IN WRITING. THE BROKER DOES NOT REPRESENT ANY LANDLORD OR LESSOR.

THE BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BROKER, AND THE BROKER'S AGENTS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, COUNTERCLAIMS, INJURIES, LOSSES, LIABILITIES, ACTIONS, CAUSES OF ACTIONS, DAMAGES, COSTS AND EXPENSES ARISING IN CONNECTION WITH OR OTHERWISE RESULTING FROM: (A) THE WRONGFUL CONDUCT OR ANY BREACH OF THIS AGREEMENT BY THE BUYER; (B) THE BUYER'S PRESENT OR FUTURE USE OF, OR RELIANCE UPON, THE INFORMATION, AND/OR THE BUYER'S PURCHASE OR ACQUISITION OF THE BUSINESS (INCLUDING, ANY REAL ESTATE), WHICH INDEMNIFICATIONS SHALL INCLUDE, WITHOUT LIMITATION, ANY AND ALL ATTORNEY'S FEES AND EXPENSES INCURRED BY THE BROKER (OR THE OWNER(S) OF THE BUSINESS PURSUANT TO SECTION 7, ABOVE) IN CONNECTION WITH THE ENFORCEMENT OF THIS INDEMNIFICATION AND/OR THE BROKER'S RIGHTS UNDER THIS AGREEMENT.

THE BUYER HAS FULLY READ AND UNDERSTANDS THIS AGREEMENT AND HAS BEEN ADVISED BY THE BROKER (AND HAS HAD THE OPPORTUNITY) TO ENGAGE AN ATTORNEY IN CONNECTION WITH THE BUYER'S REVIEW AND EXECUTION OF THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE TERMINATION (FOR ANY REASON) OF THIS AGREEMENT.

10. The title and any captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. This Agreement may be executed by facsimile, or by photocopy image(s) (or similar means) sent by e-mail and the Broker (and the owner(s) as third-party beneficiary) may rely upon facsimile or photocopy image(s) as proof of execution.

This Agreement shall be governed by and construed in accordance with the laws of _____ (state). If any provision of this Agreement is held to be void, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. The Buyer executes and delivers this Agreement as a sealed instrument as of this ____ day of _____, 201__.

SIGNATURE

ORGANIZATION

PRINT NAME: _____

TITLE: _____

Telephone (Daytime)

ADDRESS: _____

E-mail

Telephone (Mobile)