

CONFIDENTIALITY AGREEMENT

In connection with the possible acquisition ("Transaction") by you ("Buyer") of a Business known as: _____ (Profile # _____) ("Company"), I, Raymond Haiber of West USA Realty ("Broker"), will furnish you with financial and other information regarding the Company ("Proprietary Information").

In consideration of obtaining Proprietary Information, you hereby agree as follows:

- 1.) All Proprietary Information furnished to Buyer, by the Broker or Company, is deemed sensitive and confidential and its disclosure to others may be damaging to the Company and its owners.
- 2.) Buyer shall not disclose or reveal any Proprietary Information to any persons other than your employees or advisors actively participating in the evaluation of the Proprietary information, for any purpose other than the transaction, for a period of two (2) years from the date of this agreement. The Proprietary Information shall include the fact that the Company is available for acquisition.
- 3.) All information furnished to you is for the express purpose of evaluating the Company for possible acquisition and will not be utilized to foster competition with the Company.
- 4.) Buyer shall not contact the respective Company owner, employees, suppliers, or customers except through the Broker or with the Broker's express consent. The Buyer agrees not to solicit employees, for employment purposes, for a period of two years from execution of this Agreement.
- 5.) All information is provided by the Company or other sources and is not verified in any way. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied as to its accuracy. Prior to entering into any final agreement, Buyer and/or his counsel or accountant shall make an independent verification of said information as deemed necessary. Broker is not responsible for the accuracy or truth of any information that Buyer receives or fails to receive and Buyer agrees to hold Broker and its agents harmless from any claims or damages resulting there from.
- 6.) If Seller requests a current financial statement and/or credit information from Buyer, personally, and/or corporately, Buyer shall cooperate with owner and present this information within a reasonable time. This information shall be held strictly confidential.
- 7.) If Buyer does not wish to pursue the proposed transaction, he will deliver to Broker, at Buyer's expense, all of the Proprietary Information without retaining copies, summaries or extracts.
- 8.) All correspondence or inquiries relating to the purchase, merger or lease of any business presented to you or affiliates, by Broker, will be conducted exclusively through Broker. You further acknowledge West USA Realty to be the first Broker providing you with information regarding this possible merger, lease or acquisition.
- 9.) It is understood that the Broker has entered into a marketing agreement with the Seller, or his authorized agent, to represent the Company and you hereby acknowledge the Broker's Fiduciary Relationship with the Seller.
- 10.) Buyer acknowledges that he or she currently is not nor has ever been an agent of the Internal Revenue Service or any other Governmental Taxing Authority.

11.) Buyer agrees that any violation of this agreement may result in substantial and irreparable injury to the Company and/or its Owner(s), (Seller), and that money damages may not be a sufficient remedy for any breach of this agreement, therefore, the Company and/or its Owner(s), (Seller), shall be entitled to specific performance or injunctive relief as additional remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedy for a breach of the Agreement but shall be in addition to other remedies available at law or equity. In the event any suit or other action is commenced to construe or enforce any provisions of the agreement, the prevailing party, in addition to all other amounts, shall be paid, by the other party, a reasonable sum for attorneys' fees and costs.

12.) This agreement shall be subject to and governed by the laws of the State of Arizona.

13.) Buyer's obligation under this Agreement, shall not apply to: information which at the time of disclosure is in the public domain, information which Buyer can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Broker or Company, and information which is independently developed by Buyer having no knowledge of the information disclosed.

14.) Transactions often require sophisticated legal and financial knowledge. Buyer should study all relevant materials and consult with the appropriate legal and financial advisors if deemed necessary.

15.) In the absence of an originally executed document, a facsimile, and/or a facsimile executed in counterpart, shall be acceptable as an original and enforceable document.

Buyer(s) signature below acknowledges he completely understands all information contained in this document. Buyer agrees to the conditions and terms contained herein.

Date _____

Buyer (Principal) _____
Print signature

Residence Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Company Name _____

Business Name _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Business Broker/Intermediary Raymond Haiber _____

Date _____

Please fax executed document to 480-502-6793 or email to ray@azbop.com

West USA Realty, 7077 E. Marilyn Rd, Bldg #4, Scottsdale, AZ 85254