

CONFIDENTIALITY AGREEMENT

Client # \_\_\_\_\_

This Confidentiality Agreement ("Agreement") will confirm our mutual understanding in connection with Business Broker Services, Inc. (BBS, Inc.) providing, and our receipt of, information regarding the number designated Company listed above ("The Company").

1. "Information" means all oral or written data, reports, records or materials of The Company provided to us, including the name, address and type of business of The Company, the knowledge that The Company may be considering a sale or even the fact that the Information has been provided. Information shall not include, and all nondisclosure obligations of the undersigned shall cease with respect to, any part of such information to the extent that such information:

- a) is, or becomes, public other than as a result of acts by the undersigned;
- b) can be shown was already known to the undersigned at the time of its disclosure;
- c) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company;
- d) is independently developed by the undersigned without use of any information supplied hereunder; or
- e) is required to be disclosed pursuant to applicable law, regulation or legal process.

2. Information is being furnished solely in connection with our consideration of the acquisition of The Company and shall be treated as secret and confidential and no portion of it shall be disclosed to others, except to those of our employees and agents whose knowledge of the Information is required for us to evaluate The Company as a potential acquisition and who shall assume the same obligations as the undersigned under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of The Company through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account.

3. It is understood that The Company is the intended beneficiary whose rights are being protected hereunder and it may enforce the terms of this Agreement as if it were a party to this Agreement.

4. All Information shall be promptly returned or destroyed as directed by BBS, Inc. or The Company and the undersigned will retain no copies or extracts thereof.

5. It is understood that: (a) no representations or warranties are being made by BBS, Inc. as to the completeness or accuracy of any Information, and (b) any and all representations and warranties shall be made solely by The Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

6. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

7. The respective obligations of the parties under this Agreement shall survive for a period of two (2) years following the date hereof.

8. No correspondence or communication of any form to The Company, its owners, stockholders, employees, customers or suppliers shall occur until such time that prior written permission is granted by BBS, Inc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Original is not required if document is Faxed)

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print)

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Web-site: \_\_\_\_\_ E-mail: \_\_\_\_\_

We received this from:  BBS, Inc.  Trade Journal Ad  Accountant  Attorney  Web-site \_\_\_\_\_ (Print)  
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**ALLOW 10 TO 15 DAYS FOR RECEIPT OF DOCUMENTATION**