

BUYER'S INTRODUCTION, NONCOMPETE AND CONFIDENTIALITY AGREEMENT

A-1 Business & Practice Brokers, Inc.

Complete with Black Ink, Initial in 5 Places, Fax all 3 Forms Back to Me, and then Call Me the Next Day.

The undersigned prospective purchaser ("Buyer") acknowledges being first introduced to the business identified herein by A-1 Business & Practice Brokers, Inc. ("Broker") and requests information relating to any and all broker listed businesses and the following business opportunities:

Business (type) I saw on the Web: All Incl.

*Must be filled in – **Blank Space not Acceptable***

Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Business for the possible purchase by the undersigned of the stock or assets of Business. The term "Buyer" applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information to compete with in any manner whatsoever, a Seller's business. Information is for use as may be required for Buyer to evaluate the Business, or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer & will not retain any copy, reproduction, or record thereof. **(1)** _____ **Initials**

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller, (b) from communications with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public. **(2)** _____ **Initials**

3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY: When business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the seller, brokers often prepare a summary description of the

business, which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts, which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal, tax, and Business Counsel/Advice and understands that Business Opportunities carry risks.** (3)_____ Initials

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to listing Broker if, during the term of that agreement or after this agreement, the Business is transferred to a buyer introduced by listing Broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable arbitration and/or collection fees, attorney's fees and costs. (4)_____ Initials

5. FURTHER TERMS: Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. Now or in the future, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Seller is specifically intended to be beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of New York. Any and all disputes will be resolved exclusively under the Commercial Arbitration Rules of the American Arbitration Association, (single arbitrator), in New City, NY 10956. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement, and understands that Broker is an Agent of the Seller.** (5)_____ Initials

Signature Date

Name (Please Print)

E-Mail Address

Business Telephone Fax

Home Address

Home Telephone Cell Phone

William Smith
Broker, A-1 Business & Practice Brokers, Inc.

City, State, Zip