

Confidentiality Agreement

The undersigned prospective purchaser ("Buyer") hereby requests receipt of confidential information, currently and from this time forth, on one or more businesses represented by **Certified Business Advisors, Inc./M&A Business Advisors**. Buyer hereby acknowledges that Certified Business Advisors, Inc./M&A Business Advisors will have been first to provide such information to Buyer. Buyer hereby accepts, acknowledges and agrees:

1. Any and all information Certified Business Advisors, Inc./M&A Business Advisors provides about a business was provided to Certified Business Advisors, Inc./M&A Business Advisors by the business owner, and Certified Business Advisors, Inc./M&A Business Advisors makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other advice Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including, especially, its availability for acquisition, shall be treated as strictly confidential and proprietary. Buyer shall not directly or indirectly disclose, without Certified Business Advisors, Inc./M&A Business Advisors's prior written consent, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain such confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Certified Business Advisors, Inc./M&A Business Advisors of this fact and shall promptly return all documentation, including, without limitation, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Certified Business Advisors, Inc./M&A Business Advisors, and could result in legal recourse against the Buyer. Buyer shall indemnify, defend and hold Certified Business Advisors, Inc./M&A Business Advisors harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Certified Business Advisors, Inc./M&A Business Advisors has entered into an agreement providing that Seller shall pay a fee to Certified Business Advisors, Inc./M&A Business Advisors if, during the term of that agreement or within twenty-four (24) months thereafter, the business is directly or indirectly transferred to a Buyer introduced by Certified Business Advisors, Inc./M&A Business Advisors. Should Buyer, a member of Buyer's family, or anyone with whom Buyer is directly or indirectly affiliated acquire any interest in, or become affiliated in any capacity with such a business, Buyer shall protect and indemnify Certified Business Advisors, Inc./M&A Business Advisors's right to a fee from the Seller. Buyer agrees that any transaction will be closed through a licensed independent escrow company.
4. Buyer shall conduct all inquiries into any business about which Certified Business Advisors, Inc./M&A Business Advisors provides information and discussions with its owner(s) or management solely through Certified Business Advisors, Inc./M&A Business Advisors, and shall not directly or indirectly contact the owner, employees or other representatives except by prior written consent from Certified Business Advisors, Inc./M&A Business Advisors.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Certified Business Advisors, Inc./M&A Business Advisors's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees and litigation costs. All parties to the Agreement shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. The mediation shall be held prior to commencement of any court action or arbitration. The mediation shall be confidential and held in accordance with all applicable sections of the California Evidence Code. In the event the parties are unable to agree on a mediator within thirty (30) days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which venue would lie for the filing of a complaint for relief in such dispute shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation is necessary or appropriate, it shall be conducted in accordance with this paragraph. Should any party commence arbitration or a litigation before mediation, that party shall forfeit its right to claim attorney's fees or litigation costs that might otherwise be available to it in arbitration or litigation, and the party who is determined by the arbitrator or judge to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally by the parties to the dispute.
6. Buyer understands and agrees that Certified Business Advisors, Inc./M&A Business Advisors may act as a dual agent representing both Seller and Buyer, as set forth in the Disclosure Regarding Agency Relationship executed concurrently herewith.
7. This agreement contains the sole and entire agreement between the parties regarding its subject matter. The parties acknowledge and agree that neither of them has made any representations or promises with respect to the terms and conditions of this agreement or any representations or promises inducing the execution and delivery hereof, except such representations and promises which are expressly stated herein. Each party acknowledges its reliance on its own judgment in entering into this agreement and having the opportunity to have the agreement reviewed by others, including legal counsel. The parties further acknowledge that any statements or representations previously made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their dealings with the other. Any amendment or modification to this agreement shall be valid only if the parties have duly executed such modification, in writing, and it has been signed by the party against whom enforcement may be sought. Further, **this Agreement is non-negotiable**; no evidence of any modification, amendment or waiver shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless the same is in writing and has been duly executed by Certified Business Advisors, Inc./M&A Business Advisors's Managing Broker.
8. Buyer Acknowledges receiving a duly executed copy of this Agreement.
9. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

LA#

*Business	*Date
*Buyer's Name	*Buyer's Cell Telephone
*Street Address	*Buyer's Home Telephone
*City, State and Zip	*Fax Number
	*Email Address

X *Buyer's Signature	Broker: Henry Weaks Certified Business Advisors, Inc./M&A Business Advisors License #01417096
	BRE License # 01150329