

Confidentiality & Non-Disclosure Agreement

This is a binding agreement

In connection with the possible acquisition of any Business Entity (personal property) and/or Real Estate (real property) by you _____ (“Buyer”) Casper Business Sales (“Broker”), will furnish you with financial and other information (“Proprietary Information”) regarding the Property For Sale.

In consideration of obtaining this Proprietary Information, Buyer hereby agrees 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. The Proprietary information shall include the fact that the company is available for acquisition. Compliance with all confidentiality is imperative.

2) Buyer shall not disclose or reveal any Proprietary Information to any persons other than advisors in Buyer’s employ to evaluation the Proprietary Information, for the purpose of acquisition only. All advisors will be presented a copy of this agreement and be informed of their responsibility of confidentiality and non-disclosure relating to the Proprietary Information. The Proprietary Information shall include the fact that the company is available for acquisition.

3) All information furnished to the Buyer is for the express purpose of evaluating the company for possible acquisition and will not be utilized to foster competition with the Company. Buyer further acknowledges Casper Business Sales to be the first Broker providing you with information regarding this possible merger, lease or acquisition.

4) Therefore, Buyer agrees that during the time Casper Business Sales contractual agreement with Seller is in affect, that any and all correspondence, solicitation, contact, formal or informal pertaining to Company must, in all cases, be through Casper Business Sales. Buyer shall not contact the respective Company owner(s), employees, suppliers, or customers except through the Broker or with the Broker's expressed consent. The Buyer agrees not to solicit employees, for employment purposes or any other purpose.

Confidentiality & Non-Disclosure Agreement

5) All information is provided by the Company (Seller) or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied as to its accuracy. Prior to entering into a final agreement, Buyer and/or his advisors shall make an independent verification of said information, as Buyer deems necessary. Broker is not responsible for the accuracy or truth of any information that Buyer receives or fails to receive and Buyer agrees to indemnify and hold Broker and its agents harmless from any claims or damages resulting there from.

6) A financial statement, net worth statement, resume and credit report is requested from Buyer, personally and/or corporately, Buyer shall cooperate and present this information within a reasonable time. This information shall be held strictly confidential.

7) The undersigned agrees not to duplicate, photograph or otherwise copy any of the information provided and agrees to promptly return all documents to Casper Realty, LLC upon request or upon determination that Buyer has no interest in the business.

8) 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.

9) 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 that any suit or other action is commenced to construe or enforce any provisions of this agreement, the prevailing party, in addition to all other amount, shall be paid, by the other party, a reasonable sum for attorneys' fees and all related costs.

10) This agreement shall be subject to and governed by laws of the state of Arizona.

Confidentiality & Non-Disclosure Agreement

11) Transactions often require sophisticated legal and financial knowledge. Buyer should study all relevant materials and hire the appropriate legal and financial advisors as deemed necessary.

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

13) No modification or alterations of this Agreement shall be effective unless in writing and signed by the respective parties.

We, the undersigned, understand, acknowledge, and agree that this agreement is legally binding upon the undersigned, and all others involved in the analysis and evaluation of this information in connection with the possible purchase of the Business, and agree that the Business will have the right to apply any court jurisdiction for a restraining order or such other relief as may be appropriate to reinforce the terms of this agreement and may look to the undersigned for any compensatory or punitive damages, including court costs and attorney's fees which may result from any breach of this agreement.

By signed this agreement the undersigned Buyer(s) fully understand and agree to all the provisions of this Confidentiality & Non-Disclosure Agreement and acknowledge receipt of a copy of the agreement.

Buyers Name (Print) _____

Residential Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Buyer signature _____ Date _____

Agent Name (Print), Agent Signature, Agent Phone #'er Date

Page 3 of 3 Check if additional Buyer(s) signatures required _____
If additional signature page is attached it is included by reference.

Casper Business Sales

Experienced, Educated, & Ethical

Confidentiality Non-Disclosure Agreement
Attachment
Additional Signature Page

Name (Print) _____

Residence Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Buyer signature _____ Date _____

Name (Print) _____

Residence Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Buyer signature _____ Date _____

Name (Print) _____

Residence Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Buyer signature _____ Date _____

Agent Name (Print), Agent Signature & Agent Phone # 'er Date