



Potential Buyer Confidentiality and Non-Disclosure Agreement

Upon your execution of this Confidentiality Agreement, Rivo Consulting Group (hereinafter referred to as "Broker") will deliver to you (hereinafter referred to as the "Potential Buyer"), information on the business or businesses listed below. This information is intended solely for the limited use by Potential Buyer in considering whether Potential Buyer will pursue an offer to acquire the business or businesses. The Information will contain brief, selected information pertaining to the business and affairs of the business and does not purport to be all-inclusive or to contain all of the Information, which a prospective purchaser may desire or require. Neither Owner, Broker nor any of their respective officers, employees or agents makes any representation and no liability of any kind whatsoever is assumed by Owner or Broker with respect thereto.

The parties agree that the delivery of the information is subject to the following terms and conditions:

1. Potential Buyer agrees to treat confidentially the information related to the associated business(es) listed for merger or acquisition, whether the information is furnished before or after the date of this agreement, together with analysis, compilations, studies or other documents or records (verbal, physical or electronic) prepared for Potential Buyer and its directors, officers, advisors or representatives and financing sources (collectively "Representatives"), to the extent that such analysis, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (collectively, the "Material"). This includes, but is not limited to, the dissemination of any related information (including the eligibility of the associated business for merger or acquisition), either verbal, physical or electronic, by potential buyer, to anyone other than agents of the broker or representatives of the potential buyer, including but not limited to the general public, employees, agents, clients/customers, vendors, landlords of the associated business(es) or the like.
2. Potential Buyer agrees that its Representatives will not duplicate, photocopy or otherwise reproduce the information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the business or the interest of Owner. That the Material shall be used solely for the purpose of evaluating the proposed acquisition of the business and that such Material shall be kept confidentially by Potential Buyer; provided, however, that any of the Material may be disclosed to such representative who need to know the information contained therein for the purposed described above, it being understood the Potential Buyer shall (a) inform each such representative of the confidential nature of such information and require such representative to treat such information confidentially; and (b) maintain a list of those persons to whom such information has been disclosed, which list shall be presented to Owner or Broker upon request
3. Potential Buyer agrees to indemnify Owner and/or Broker from any loss or damage, which Owner and/or Broker may suffer as a result of their breach of the terms and conditions of this Agreement. In the event of a breach or threatened breach of this Agreement, Owner and/or Broker shall be entitled to all remedies at law and equity, including injunctive relief and if Owner and/or Broker prevails in an action against Potential Buyer shall be responsible for all reasonable attorney's fees and costs incurred by Owner and/or Broker in the prosecution of such action.
4. Potential Buyer agrees it will return or destroy any and all Information upon request by Broker.
5. The Materials shall not be deemed to represent the state of affairs of the business or constitute that there has been no change in the business or affairs of the Business since the date of preparation of the Information. Owner does not warrant or represent that the Information is true or correct. You are advised to verify the Information independently. Owner reserves the right to make any change, to add, to delete, or modify the Information or to withdraw the business from consideration at any time, without notice. The Information is not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Business.

Initial:

6. Potential Buyer represents and warrants that it has not had any discussion or dealings regarding the business with any other broker, finder or agent other than Rivo Consulting Group and hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to Rivo Consulting Group, is an obligation of Potential Buyer and agrees that it shall not look to Owner for the payment of any such brokerage commission. Potential Buyer will not contact any employees, suppliers, customers or Owner of the business without prior authorization from Broker.

7. For a period of one year beginning on the date of this Agreement, the Potential Buyer agrees not to circumvent this Agreement by attempting to surreptitiously or secretly purchase and/or invest in the business or businesses introduced to the Potential Buyer by Rivo Consulting Group. That should they buy, lease, become a manager of, become connected in any way, or come into possession of any of the listed businesses within one year of the date below, even if the listing period for that business has expired, that a commission will be due to Rivo Consulting Group; and in the event of a breach of this agreement, that they will be liable for the payment of that commission and all reasonable costs including interest, collection costs, and attorneys' fees.

8. Rivo Consulting Group does not give tax, accounting, or legal advice. That prior to finalizing an agreement to purchase the business, it is my responsibility to make an independent verification of all information. I agree that Rivo Consulting Group is not responsible for the accuracy of the information I receive and I agree to indemnify and hold Rivo Consulting Group harmless from any claims or damages resulting from its use.

Business Listed: _____

Physical Address: _____

Owner/Principal: _____

This agreement set forth and hereby executed this _____ day of _____ 20____.

Potential Buyer or Agent (Signature): x _____

Potential Buyer or Agent (Printed): _____

Contact Telephone or e-mail: _____

Deliver Countersigned Copy Via: Return Fax Scan/Email US Mail In Person Other

Rivo Consulting Group Agent: x _____

Name & Title: _____

Contact Telephone or e-mail: _____



Please fax both initialed and signed pages to: 203-632-1224