

Broker of Texas

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Please return to greg@brokeroftexas.com

Confidentiality Agreement

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Broker of Texas ("Broker). Buyer hereby acknowledges that Broker first provided such information to the Buyer. In consideration of Broker of Texas having provided such information, the Buyer hereby agrees:

1. Any information Broker provides about a business was obtained from the business owner, and Broker makes no representation or warranties as to the accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax, or other counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Broker of this fact and shall promptly return all documentation without retaining copies, summaries, analyses, or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the seller and Broker could result in their seeking recourse against the buyer. Buyer shall indemnify, defend, and hold Broker harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Broker of Texas has entered into an agreement providing that Seller shall pay a fee to Broker if, during the term of that agreement or within eighteen months thereafter, the business is transferred to a Buyer introduced by Broker. Should Buyer, Buyer Family Member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect Broker's right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which Broker provides information solely through the Broker, and shall not directly contact the owner, employees, or other representatives of the business except by prior arrangement with the Broker.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Broker's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. Broker may act as a dual agent representing both Buyer and Seller.
7. Buyer Acknowledges receiving a copy of this Agreement.
8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Businesses of Interest, including listing number where possible:

1. _____ 2. _____

3. _____ 4. _____

Signature: _____ Date: _____

Name (print) _____ Business Telephone _____

Company Name _____ Cell Telephone _____

Street Address: _____ Fax Number for Sending Confidential Info: _____

City, State, & Zip Code _____ E-Mail Address _____

Residence Telephone _____ Greg H. Pfeiffer

Broker's Agent