

CONFIDENTIALITY AGREEMENT

In consideration of KIERNAN & ASSOCIATES, INC. ("Broker") providing the information on businesses for sale, I/we the undersigned, our partnerships, corporations or other entities we are affiliated with and represent, acknowledge and agree:

1. That all information provided by Broker on any business is confidential and that any information disclosed to others may be damaging to the business and their owners. We agree that we will not disclose any such information, including the name of the business, to anyone other than advisors, agents, accountants, attorneys, and affiliates, who also agree to the same confidentiality. We agree that all copies of materials and data provided shall be confidential and shall be returned to Broker immediately upon request.
2. That we will not contact the business owners or their landlords, employees, suppliers, competitors, or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase of any business presented by Broker will be conducted exclusively through Broker.
3. That our intent is to purchase a business and not for purposes of gaining information for business competitors, the Department of Internal Revenue, or any other governmental or taxing agency. We will not use the information for any competitive advantage or for any purpose that is detrimental to the business.
4. That we will not circumvent the seller or Broker by obtaining property leases, customers, employees, vendors, or any-portion of these using the knowledge gained through disclosure of information received from Broker.
5. That all information about the business is provided by the seller and is not verified by Broker. We understand that purchasing a business represents investment risks and we should obtain professional assistance from independent accounting, legal and financial advisors to verify said information prior to entering into an agreement to purchase any business. We will not rely solely on the unaudited information provided by Broker. Broker has no knowledge as to the accuracy of said information and makes no representation, warranty, or guarantee, expressed, or implied as to the accuracy of such information.
6. That if we enter into an agreement to purchase the business, we will provide personal and/or business financial statements and resume and we authorize the seller to obtain, through standard reporting agencies, financial and credit information about myself and/or the companies or affiliates we represent for the purpose of the seller either extending credit to us, or agreeing to sell us the business. The information will be held confidential by the seller and Broker.
7. That Broker is not an agent for me, but is an agent for the seller and has a contract providing a fee to be paid to Broker by seller upon sale, trade, lease or transfer of the seller's business or property. We will not be responsible for the fee to Broker if we purchase the business through Broker. If we should circumvent Broker and become a investor, employee, or trade, purchase stock, or otherwise become connected with the business, we may be responsible to pay a full commission to Broker. Any changes in representation by Broker must be in writing and shall be disclosed to all parties involved.

I / we acknowledge reading, understanding and receiving a copy of this agreement, accepted this ___ day of 2011 __

Signature _____ Name (printed) _____

Address, City, State, Zip _____

Phone _____ Fax _____

Business (es): _____

KIERNAN & ASSOCIATES, INC. Offices: 5151 E. Broadway, Suite 1600, Tucson, AZ 85711.

Mail: 7090 N. Oracle, #178-182, Tucson, AZ 85704

Voice: (520) 327-4321, Fax: (520) 577-3009, email: Tom@TucsonBizBroker.com; www.TucsonBizBroker.com