

STATE BUSINESS BROKERS, INC.

53 CROCKER BLVD.
MOUNT CLEMENS, MICHIGAN 48043

TELEPHONE 586-469-3333
FAX 586-469-3336

CONFIDENTIALITY AGREEMENT

This agreement is made by and between _____ (referred to as "**Buyer**") and **State Business Brokers, Inc.** (referred hereinafter as "**Broker**") in order to allow **Buyer** or any of **Buyer's** affiliates to evaluate a possible transaction (a "Transaction") involving all businesses contained in Statebusinessbrokers.com website.

It is understood that **Buyer** desires to obtain and evaluate, from **Broker**, certain information which is either non-public, confidential, material or proprietary in nature to determine if **Buyer** wants to engage in a transaction.

In consideration of **Buyer** being furnished with the information by **Broker**, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to provide an appropriate basis by which such information can be made available to **Buyer** or **Buyer's** representatives, **Buyer** agrees that:

The Information will be kept confidential and will not, without the prior written consent of **Seller**, be disclosed by **Buyer** or **Buyer's** representatives, in any manner whatsoever, in whole or in part, and will not be used by **Buyer** or **Buyer's** representatives directly for any purpose other than evaluation of a Transaction.

Moreover, **Buyer** agrees to transmit the Information only to those representatives who need to know the Information for the purpose of evaluation of a Transaction, who are informed by **Buyer** of the confidential nature of the Information and who are provided with a copy of this Agreement and agree to be bound by the terms of this Agreement.

Buyer will be responsible for any breach of this Agreement by **Buyer's** representatives. **Buyer** agrees to notify **Broker**, upon request, as to the identity of any representatives to whom **Buyer** has provided or communicated any information.

Without **Seller's** prior written consent, **Buyer's** representatives will not disclose to any other person the fact that the information has been compiled or made available, that discussions or negotiations are taking place concerning a possible Transaction involving **Buyer**, **Seller** and

Broker or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

Buyer will not disclose the name, existence of, or involvement of **Seller** or its representatives in the Transaction to anyone unless specifically approved by **Broker** and **Seller**.

Buyer will immediately return the Information and all copies thereof, without retaining any copies thereof or extracts therefrom (a) if Buyer does not within a reasonable time proceed with a Transaction or (b) at any earlier time that **Seller** and/or **Broker** so requests. Notwithstanding the return of the Information, **Buyer** and **Buyer's** representatives will continue to be bound by **Buyer's** obligations hereunder.

Buyer understands that **Seller** has endeavored to include in the Information those materials which are believed to be reliable and relevant for the purpose of **Buyer's** evaluation, but Buyer acknowledges that **Seller** and its representatives make no representations or warranty expressed or implied as to the accuracy or completeness of the Information.

Buyer agrees that **Seller** and its representatives shall have no liability to **Buyer** or to any of **Buyer's** representatives as a result of the use of the information by **Buyer** and **Buyer's** representatives, it being understood that only those particular representations and warranties which may be made to the **Buyer** of the business in a definitive agreement, when, and if it is executed and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.

This Agreement constitutes the entire agreement and understanding between the undersigned hereto with respect to the subject matter hereof, and no other terms, conditions or rights, orally or otherwise, exist beyond the confines of this Agreement.

DATED:

ACCEPTED AND AGREED TO BY:
