



CONFIDENTIALITY AGREEMENT

ATTENTION(BROKER NAME): _____

Name: _____ Spouse Name: _____

Please keep me informed via E-mail as new listings become available

E-Mail Address: _____

Street Address: _____ City _____ State _____ Zip Code _____

Cell No: _____ Home No: _____ Referred By: _____

The undersigned prospective purchaser(s) (the "Buyer") hereby request confidential information, currently and from this time forward, on businesses represented by Saint Louis Group/Sunbelt Business Brokers. Buyer hereby acknowledges that Saint Louis Group/Sunbelt first provides such information to the buyer. In consideration of Saint Louis Group/Sunbelt having provided such information, the buyer hereby agrees:

1. I will not divulge such information to others, except to secure their advice and counsel; and
2. I will conduct ALL further inquiries into the business opportunities listed exclusively through the offices of Saint Louis Group/Sunbelt.
3. I will not contact the Seller, Sellers' employees, suppliers, customers, lenders or landlord except through Saint Louis Group/Sunbelt.
4. It is my responsibility to make an independent verification of all information. I agree that Saint Louis Group/Sunbelt is not responsible for the accuracy of any information I receive and I agree to indemnify and hold Saint Louis Group/Sunbelt harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for all information regarding any business offered by Saint Louis Group/Sunbelt.
5. Saint Louis Group/Sunbelt does not give tax, accounting or legal advice.
6. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation and arbitration shall be held in St. Louis County, Missouri.

The buyer acknowledges that Saint Louis Group/Sunbelt is acting as agent of the seller and all fees due to Saint Louis Group/Sunbelt will be paid by the seller at closing; should this Agreement be breached resulting liquid damages will apply.

Buyer further acknowledges that all information and materials on each business opportunity provided by Saint Louis Group/Sunbelt have been provided to Saint Louis Group/Sunbelt by the seller of the business. The Broker believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Saint Louis Group/Sunbelt makes no representation or warranties, expressed or implied, regarding the information provided to buyer. All information provided to the buyer is for confidential use and is to be used solely for the purpose of evaluating a business opportunity as a potential buyer.

I/we understand that business listings require credit checks or submission of a financial statement prior to release of any detailed information. This gives Saint Louis Group/Sunbelt permission to order your credit report.

The seller requires a minimum amount of funds available in order to disclose confidential information about their business. IF YOU DO NOT QUALIFY FINANCIALLY, OR YOU DO NOT DISCLOSE WHAT FUNDS YOU HAVE AVAILABLE, WE CANNOT DISCLOSE THE IDENTITY OF THE BUSINESS OR ANY FURTHER INFORMATION. I have total control of the following funds available for a business purchase:

I have \$ _____ in the form of **Cash.** I have \$ _____ in the form of **Real Estate Equity**

I have \$ _____ in the form of **CDs, Securities, etc.** I have \$ _____ in some **Other Form.**

Signature _____ Date _____

I HAVE NOT dealt with a St. Louis Group/Sunbelt broker within the last year