

This Agreement, entered by and between AEGIS Business Advisors ("Broker" or "AEGIS") and the following:

Name (the "Prospect"): \_\_\_\_\_ Office/Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ DriversLicense # or EIN: \_\_\_\_\_

Email: \_\_\_\_\_ Business Listing#: \_\_\_\_\_

1. **Confidential Information.** Prospect understands that the Seller shall disclose either directly or indirectly through the Broker, certain proprietary and confidential information related to the Seller's business. Such confidential and proprietary information includes, but is not limited to, non-publicly disclosed properties, technologies, computer programs, manuals, handbooks, personnel, customer lists, financial information, products, business plans, software, hardware, marketing information, and any other information disclosed to Prospect relating to the sale of Seller's business. Prospect agrees not to disclose or publish any of the confidential information to any other party or the party's agent, representative or employee without the Seller's prior written consent, except that Prospect may disclose such information to legal counsel, accountant, or financial lender.

2. **Good Faith Conduct.** The Prospect agrees to act in good faith throughout all transactions with Broker and Seller. Prospect agrees to direct all communications concerning the Seller's listing solely through the Broker. Further, Prospect agrees that it will not contact or approach Seller or its Principals or visit the physical business location without an appointment arranged through Broker. Prospect also agrees not to contact Seller's employees, agents, customers, suppliers, and/or competitors without the prior written consent of Broker.

3. **Information.** All information and documents provided to Prospect concerning the Business is the property of the Seller. The Seller shall return immediately such information and documents upon written request by Broker or Seller. Should any information be received by Seller and stored by Seller electronically, the Prospect agrees to use all reasonable measures to delete and destroy such electronic information upon request by Broker or Seller. Any and all representations and warranties shall be made solely by and between Seller and Prospect in a signed purchase/sale agreement and subject to the provisions contained within that agreement. Prospect understands that the Broker makes no representations or warranties or guaranties whatsoever, express or implied, to Prospect with respect to the Business and any confidential information disclosed to Prospect. Prospect acknowledges that it will not rely upon any information written or oral, furnished by Broker, and Prospect understands that all information received must be independently verified by Prospect. Prospect acknowledges that all information furnished and/or received by Prospect is provided by Seller and not verified in any way by Broker or its agents. Broker and its agents are relying upon Seller for the accuracy and completeness of the information. Prospect agrees that any information and documents received by Prospect will not be used in any way to Seller's or Broker's detriment or liability, and Prospect agrees to indemnify and hold Broker harmless from any claims or damages from its use and/or reliance on such information or documents. The provisions in this paragraph shall also inure to the benefit of Broker's agents.

4. **Payment and Interference.** Prospect shall pay in full Broker's commission or fee as set forth in Broker's written fee agreement with Seller in the event the following occurs: (a) Prospect is ready and willing to purchase the Seller's business at the terms set forth in the business listing or at any other price acceptable to Seller; (b) Prospect buys, leases, receives in trade or otherwise obtains any part of the Seller's business during the two (2) year period commencing from the date below; (c) Prospect and Seller enter into a contract for sale; (d) Prospect, through no fault of Seller, fails or refuses to complete a sale, lease, trade, or other disposition of the business after entering into an agreement to do so; or (e) Prospect performs any act equivalent of a purchase, or has an employment, independent contractor, or consulting relationship directly or indirectly with Seller. Prospect's interference with any of the conditions set out above resulting in a failure of sale shall result in Prospect paying in full Broker's expected commission as set out in the Broker's fee agreement with Seller.

5. **Seller as Third Party Beneficiary.** Prospect acknowledges that Seller has the right to protect the confidential information and to

obtain and maintain the benefits hereunder. Accordingly, and for such limited purposes only, Seller shall be considered and intended third party beneficiary under this Agreement. The fact that Seller is not signatory to this Agreement shall not prohibit alter or limit Seller's or Broker's right to enforce this Agreement's terms.

6. **Representation.** Prospect understands that Broker is a transaction broker as defined in Arkansas. As such, Broker is not a single agent or representative of Seller or Prospect.

7. **Advice.** Prospect acknowledges and understands that Prospect has been advised to consult an attorney and/or certified public accountant for assistance in reviewing and verifying the legal, financial and/or any other pertinent information concerning the Business. Prospect further understands and agrees that Broker is only acting as a conduit of information, and has not made any independent investigation or verification of the accuracy of the information provided by Seller. Prospect agrees to independently verify all representations and warranties made by Seller and understands that Broker has not made nor will it make any verification or warranty regarding any information provided.

8. **Procuring Cause.** Prospect recognizes Broker as the procuring cause of any purchase or other act set forth in this Agreement, and agrees that for a period of two (2) years from the Effective Date not to deal directly or indirectly with the Seller, its agents, representatives or assigns, without the prior written consent of Broker. If Prospect or an entity in which Prospect has an interest, or person or entity introduced to the Business and/or Seller by Prospect, either enters into a sale and/or purchase agreement, management contract or other financial arrangement with Seller with respect to the Business or part thereof, including leasing the Business premises from Seller or Seller's landlord, Prospect shall be liable to Broker for any and all damages Broker may suffer, including but not limited to the payment of the full commission due to Broker under a separate agreement with Seller. To ensure the collection of its compensation, Prospect hereby grants Broker the right to place a lien on the Business assets which may be acquired by Prospect in violation of this Agreement, and Prospect agrees and does hereby appoint Broker its attorney-in-fact to execute all documents necessary to perfect such lien, and this Agreement shall be Prospect's notice and consent to do so.

9. **Warranties.** Prospect represents and warrants that it does not represent any third party competitor of the Business, and is not an employee or agent of a competitive business. Prospect warrants that the sole purpose of requesting and receiving information on the Business is to possibly affect a purchase or merger and/or acquisition, and none other, and Prospect knows that Seller and Broker are relying upon such representations in disclosing the Confidential Information to Prospect. Prospect further warrants that it is financially capable of purchasing the Business, has not filed for an undisclosed bankruptcy, and has not been convicted of any felony or crime.

10. **No Implied Waiver.** Either party's failure to insist or waiver in any one for more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term within this Agreement.

11. **Forum.** This Agreement shall be governed by the laws of Arkansas, and any dispute arising out of or related to this Agreement shall be resolved by the Circuit Courts of Washington County, Arkansas.

12. **Attorneys Fees.** In the event of any dispute or litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs, and expenses incurred in both the trial court and appellate levels.

13. **Copies.** Prospect has received a copy of this Agreement, and a fax or electronically transmitted copy with signatures shall be considered as an original.

\_\_\_\_\_  
Prospect's Signature Date

  
\_\_\_\_\_  
Broker for AEGIS