

CONFIDENTIALITY AND AGENCY DISCLOSURE AGREEMENT

In connection with the possible acquisition (the "Proposed Transaction") by you (the "Buyer") of Digital Printing & Sign Company #B18.008 (the "Business"), the Seller has furnished you information (the "Proprietary Information") regarding the Business. Buyer acknowledges that the owner of the Business (the "Seller") desires to maintain the Confidentiality of the Proprietary Information and agrees not to disclose or permit access to any Proprietary Information, without the prior written consent of Seller, to anyone other than Buyer's legal counsel, accountants, lenders or other agents or advisors to whom access or disclosure is necessary for Buyer to evaluate the Business.

Proprietary Information shall be defined as all information, including the fact that the Business is for sale, in any medium or format, which Buyer receives, either directly or indirectly from the Seller concerning the Business. This definition of Proprietary Information does not include any information that: (a) is readily available and known to the public; (b) is or becomes published on or after the date of disclosure to Buyer; (c) is in the Buyer's possession at the time of disclosure of such information to Buyer by Seller; (d) or is independently developed by the Buyer without reference to or reliance upon the information disclosed by the Seller.

In consideration of obtaining said Proprietary Information, Buyer agrees as follows:

1. All of the terms of this Agreement shall remain in effect for Two (2) years from the date hereon.
2. If Buyer decides not to pursue the Proposed Transaction, Buyer will promptly advise Seller of this fact and return to Seller all Proprietary Information furnished to Buyer without retaining copies, summaries, analyses or extracts thereof. Buyer agrees not to use the Proprietary Information to harm the Business by: (a) contacting its customers, employees, suppliers or landlord(s); (b) by lingering or otherwise observing the Business without Seller's consent; (c) or by starting a competing business within the existing market of the Business, if Buyer is not currently doing business within this market. Buyer agrees that it will use the Proprietary Information solely for the purposes of determining whether Buyer would be interested in pursuing a possible acquisition of all or part of the Business.
3. This Agreement shall be construed under and governed by the laws of the State of New Mexico. The venue for any action instituted to enforce any terms of this Agreement shall be in the county in which the Business is located.
4. Buyer acknowledges that Broker is an agent of Seller and as such holds a fiduciary responsibility to protect Seller's interests in any transaction.



This Agreement may be signed in counterparts and faxed and electronic signatures will be considered as originals. If Buyer is a corporation, partnership, limited-liability company or any other legal entity other than an Individual, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Buyer acknowledges receipt of a fully-executed copy of this Agreement.

Agreed to and accepted

Buyer's Name (Print)

Buyer's Name (Print)

Buyer's Signature

Buyer's Signature

Address

Address

City, State, Zip

City, State, Zip

Email Address

Email Address

Telephone Number

Telephone Number

Business Broker: NM Biz Sells, LLC

By: _____
Jeannie Randolph, Business Broker/Owner

Date:

Direct: 505-373-1945
Mobile: 505-301-3583
FAX: 505-373-1970
Email: Jeannie@BrioBrokers.com



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