



Confidentiality and Non-Circumvention Agreement

This is intended to be a legally binding agreement. Read it carefully before signing.

Loyd Rhyne PLLC is engaged by clients (hereinafter Seller) arrange the sale of a business and is in possession of confidential information provided by Seller. Undersigned parties (hereinafter Customer) acknowledge their desire to receive from Broker such confidential information. In consideration of good and valuable service provided by Broker and confidential and valuable information provided, in good faith, by Seller, Customer agrees as follows:

CUSTOMER'S PLEDGE

Customer Shall Keep Information Confidential

Customer acknowledges that any confidential information disclosed to others may be damaging to Business and Seller. Customer understands that confidential information includes: fact that business is for sale; financial details; business details; identity of suppliers and customers; and any other disclosed information not generally known by public. Customer agrees not to disclose confidential information to anyone other than his/her advisors and affiliates who shall also agree to be bound by the same confidentiality. Customer agrees that all copies of materials and data provided shall be confidential and shall be returned to Broker in the event that Customer decides not to pursue purchase of business.

Customer Shall Direct All Contact Through Broker

With regard to disclosed businesses, neither Customer nor Customer's agents will contact the business owner, landlords, employees, suppliers, 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.

Customer Shall Use Information for Evaluation Purpose Only

Customer acknowledges and confirms that intent is solely to evaluate businesses for purchase and not for purposes of gaining information for business competitors, the IRS, or any other governmental or taxing agency.

Customer Shall Not Circumvent Seller and/or Broker

Customer and/or its agents will not circumvent Seller and/or Broker by obtaining property leases, customers, employees, vendors, or any portion of businesses using knowledge gained through Broker. Customer and/or its agents will not circumvent Broker nor interfere with Seller's contractual obligations to Broker if entering into a transaction with Seller which would reasonably be construed as a sale or transfer of interest, in whole or in part, in a business represented by Broker. If Customer and/or its agents should circumvent Broker and effect any such transaction with Seller within two years after the date of signing below, then Customer and Seller shall immediately become jointly and severally liable for the full commission specified in Broker's contract with Seller.

Loyd Rhyne

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