

CONFIDENTIALITY AGREEMENT & AGENCY REPRESENTATION ACKNOWLEDGEMENT

This Agreement will confirm the mutual understanding of you (hereinafter "the Undersigned") and ARTHUR BERRY & COMPANY (hereinafter "ABC") in connection with ABC providing information regarding the Selling Client of ABC listed below.

I am interested in receiving information on: _____
(General Business Description)

1. **"Information"** means all data, reports, records or materials obtained from ABC or the Selling Client, which is not in the public domain, including the Selling Client's name, address, type of business, and the knowledge that the Selling Client may be considering a sale. Information is being furnished solely to the Undersigned and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those employees and agents of the Undersigned whose knowledge of the information is required to evaluate the potential acquisition of the Selling Client and who shall assume the same obligations as the Undersigned under this Agreement.

2. The Undersigned agrees **to not contact the Selling Client directly** without prior written approval of ABC. The Undersigned agrees ABC will be the procuring cause in any potential transaction with the Selling Client and that ABC will be the responsible agent to promptly present any offer made by the Undersigned. If the Undersigned does not wish to pursue a potential acquisition, all proprietary information received by the Undersigned shall be promptly returned or destroyed, as directed by ABC.

3. It is understood that ABC and the Selling Client, as the intended parties whose rights are being protected, may seek legal redress and remedies directly for any breach of this Confidentiality Agreement and Agency Representation Acknowledgement as if it were a party to this Agreement.

4. It is understood that **ABC makes no representation or warranty** as to the completeness or accuracy of any information provided to the Undersigned. Any and all representation and warranties shall be made solely by the ABC Selling Client and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. The Undersigned acknowledges the responsibility to perform a due diligence review at his/her own cost and expense prior to any acquisition of an ABC Selling Client company.

5. The asking purchase price for the above business/property is in the range of \$_____. By signing the Confidentiality Agreement, you are accepting detailed confidential financial information as a prospective purchaser and you are certifying that you are financially qualified to make such a purchase should the opportunity be appropriate. The obvious intent of this representation is to only focus buyer, seller and broker time and energy on opportunities which fit each party's purchase range capabilities.

6. All ABC agents represent the Selling Client and under their fiduciary duty can only release client-approved information. The Undersigned is deemed a "customer" and owed a duty of being treated honestly and fairly.

Completely fill out this form, date, sign and return to Arthur Berry & Company at 250 W. Bobwhite Ct., Suite 230, Boise, ID 83706, by email to bizinfo@arthurberry.com or by FAX to 208-345-0609. For questions, please call us at 208-336-8000. **You must also confirm that you have read the "Agency Disclosure Brochure" (provided on ABC's web site at www.arthurberry.com or provided by an ABC agent) and acknowledge below that you understand the agency-customer relationship.**

*Name of Prospective Purchaser: _____
Printed Name *Signature

Company Name: _____ Title: _____

*Mailing Address: _____
Street City/State Zip

*Telephone: _____ Fax: _____ Email: _____

*Amount of Cash Available to Purchase a Business: \$ _____

I am an agent requesting information on behalf of a client. My client's name is: _____

Date: _____ ACCEPTED BY: _____ of Arthur Berry & Company

*Required field

REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF AGENCY DISCLOSURE INFORMATION

The Brokerage involved will have the following relationship with the prospective PURCHASER(S): *"The brokerage working with the PURCHASER(S) is acting as a NONAGENT for the PURCHASER(S)."*

The party signing this confirms that they have read and understood the Agency Disclosure information found on ABC's web site entitled "Agency Disclosure Brochure" adopted or approved by the Idaho Real Estate Commission and have consented to the relationship confirmed above. THE PARTY UNDERSTANDS THAT HE/SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

I acknowledge that I have read the "Agency Disclosure Brochure" and that I understand the agency-customer relationship.

Signature