

**CONFIDENTIALITY AGREEMENT & BUYER REGISTRATION
NON-CIRCUMVENTION AGREEMENT**

Upon your execution of this Confidentiality Agreement, Re/Max United ("Broker") will deliver to you (the "Potential Investor"), information on the businesses listed below. This information is intended solely for the limited use by Potential Investor in considering whether Potential Investor will pursue an offer to acquire the businesses. The Information will contain brief, selected information pertaining to the businesses and affairs of the businesses and does not purport to be all-inclusive or to contain all of the Information, which a prospective purchaser may desire or require. Neither Owner, Broker nor any of their respective officers, employees or agents makes any representation and no liability of any kind whatsoever is assumed by Owner or Broker with respect thereto.

The parties agree that the delivery of the information is subject to the following terms, covenants and conditions:

1. Potential Investor agrees to treat confidentially the information, whether the information is furnished before or after the date of this letter, together with analysis, compilations, studies or other documents or records prepared by Potential Investor and its directors, officers, employees, advisors or representatives and financing sources (collectively "Representatives"), to the extent that such analysis, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (collectively, the "Material").
2. Potential investor agrees that its Representatives will not duplicate, photocopy or otherwise reproduce the information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the business or the interest of Owner. Potential Investor agrees that the Material shall be used solely for the purpose of evaluating the proposed acquisition of the business and that such Material shall be kept confidentially by Potential Investor; provided, however, that any of the Material may be disclosed to such representative who need to know the information contained therein for the purposes described above, it being understood the Potential Investor shall (a) inform each such representative of the confidential nature of such information and require such representative to treat such information confidentially; and (b) maintain a list of those persons to whom such information has been disclosed, which list shall be presented to Owner or Broker upon request.
3. Potential Investor agrees to indemnify Owner from any loss or damage, which Owner may suffer as a result of their breach of the terms and conditions of this Agreement. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to all remedies at law and equity, including injunctive relief and if Owner prevails in an action against Potential Investor shall be responsible for all reasonable attorney's fees and costs incurred by Owner in the prosecution of such action.
4. The Materials shall not be deemed to represent the state of affairs of the business or constitute that there has been no change in the business or affairs of the Business since the date of preparation of the Information. Owner does not warrant or represent that the Information is true or correct. You are advised to verify the Information independently. Owner reserves the right to make any change, to add, to delete, or modify the Information or to withdraw the business from consideration at any time, without notice. The Information is not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Business.
5. **Potential Investor represents and warrants that it has not had any discussion or dealings regarding the business with any other broker, finder or agent other than Owner's Broker and hereby agrees that the Potential Investor will be represented by Listing Agent/Owner's Broker. Potential Investor/ Buyer also agree to Dual agency and his/her representative will be limited only to an Attorney. Potential Investor will not contact any employees at the business and will not contact the Owner without prior authorization from Broker.**
6. For a period of two years beginning on the date of this Agreement, the Potential Investor agrees not to circumvent this Agreement by attempting to surreptitiously or secretly purchase and/or invest in a business introduced to the Potential Investor by the Owner's Broker to circumvent the Owner's Broker client business owner(s) from fulfilling the contractual financial obligation that client has with the Owner's Broker upon successfully selling to or obtaining funding from a buyer or investor introduced directly or indirectly to the client through the advertising and/or marketing efforts of the Broker.
7. Potential Investor agrees it will return all Information upon request by Owner.

Please acknowledge your consent and agreement to the foregoing by signing and returning a duplicate copy to us, at which time the same shall constitute a binding Agreement between us.

This agreement, dated _____, by and between DEEPIKA SYAL (Business Broker) of

Re/Max United of Wheeling, Illinois 60090, and _____

(and assigns) (hereinafter referred to as "Potential Investor"), whose address, phone numbers and email addresses follow:

NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PHONE: _____

FAX NUMBER: _____ EMAIL: _____

LIST BUSINESS OF INTEREST: _____

SOURCES OF FUNDS AVAILABLE/PRICE RANGE: _____

Signature of Authorized

Representative: _____

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Re/Max United, 401 S. Milwaukee Ave. Wheeling, IL. 60090.

