



CONFIDENTIALITY AGREEMENT

The undersigned and all signators (as individuals and on behalf of entities, if any) in consideration for the disclosure, review and/or observation of the financial and operational information (“Confidential Information”) of businesses listed by The Business Brokers, Inc. (referred to as the “Business”) for the purpose of review for possible acquisition, purchase or merger, promises to (i) hold in strictest confidence and not to reproduce or use in any other manner any and all of the Confidential Information, and to (ii) hold in strictest confidence and not divulge, disclose or communicate to any third party any and all Confidential Information communicated to, observed by or given to the undersigned by the Business and/or The Business Brokers, Inc., without the written consent of the Business or The Business Brokers, Inc., except the attorneys, accountants and/or bankers who have agreed to confidentiality and will not use the information obtained to cause damages to the Seller. However, the undersigned may disclose Confidential Information to any of their employees, agents, representatives, or potential investors in the Business, if that employee, agent, representative or investor agrees in writing to be bound by this Confidentiality Agreement. The undersigned will not use the information obtained to cause damage to the Seller.

If in writing, such Confidential Information shall be marked “Confidential” or bear a similar marking, or if disclosed orally, prior to the disclosure, the undersigned shall be put on notice that the information is confidential. Such information may be conveyed verbally or in writing, or in an encoded, graphic or other tangible form and shall be deemed confidential and proprietary information (herein “Confidential Information”), and subject to restricted use as provided herein. Confidential Information shall not include information that (i) at the time of disclosure was in the public domain, or (ii) was known by the receiving party at the time of disclosure without any obligation of confidentiality. The undersigned agrees to give all signators to this Agreement notice of all oral Confidential Information.

If the negotiations for the sale of the business or its assets are not successful or an agreement is not reached, the undersigned and all signators agree to hold in strictest confidence, now and in the future, the Confidential Information, the fact the Business or its assets were for sale, the particulars of any negotiations or discussion of the Business, and will promptly destroy all documents containing Confidential Information to The Business Brokers, Inc. and shall not use the Confidential Information for any purpose.

The undersigned hereby acknowledge that the Seller(s) of these Businesses have supplied the listing information and the Seller(s) warrants such information to be true, current, and complete. The undersigned indemnify and hold The Business Brokers, Inc. harmless against all claims, damages, obligations, or liabilities arising from any inaccuracy or inadequacy of the information so provided or in relation to any business or transactions completed through The Business Brokers, Inc.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Iowa. The parties and all signators to this Agreement submit themselves to the jurisdiction of the federal court for the Southern District of Iowa or the Polk county District Court of Iowa.

The undersigned shall provide The Business Brokers, Inc. with a copy of signatures to or on this Agreement within three days of signing.

Print Name: _____

Title: _____

Signature: _____

Company: _____

Date: _____

The undersigned employees, agents, representatives or investors of _____ (name of undersigned above) agree to be bound by the foregoing Confidentiality Agreement.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____