

PROSPECTIVE BUYER CONFIDENTIALITY AGREEMENT

MGL Business Solutions, LLC., an Ohio limited liability company, ("Seller Agent") will be providing the below-named party ("Buyer") with financial statements, projections, data, and other information ("Evaluation Materials") concerning a Home Improvement company #01182101.1 ("Company") Agent has listed for sale. Buyer understands that the Evaluation Materials and the fact that the Company is for sale (collectively "Information") are confidential and sensitive and that disclosure by Buyer of all or part of the Information to others or the misuse of the Information by Buyer may damage the Company and/or Seller Agents' relationship with the Company. Buyer agrees that it is liable for any damages to the Company or to Seller Agent resulting from Buyer's misuse of the Information. In consideration of Seller Agent providing this Information, Buyer agrees that:

- 1) The "Seller Agent" has the sole and exclusive right to sell the business (Home Improvement Company – Listing #01182101.1 aforementioned above) and will not contact the Franchisor directly, as this would cost the "Buyer" additional Franchisor referral fees in excess of \$25,000 per franchise territory.
2) Its use of the Evaluation Materials is solely to determine whether it makes a proposal for the acquisition of the Company.
3) It will not disclose any Information to any party other than its representatives directly participating in the review of the Evaluation Materials such as its accountants, attorneys or bankers ("Representatives") and Buyer agrees that it is liable for any damages to the Company or to Sellers Agents that results from the misuse of the Information by the Representatives.
4) It will not copy the Evaluation Materials except those required by the Representatives and upon request, will return the Evaluation Materials and authorized copies to Seller Agents. Buyer will not contact the Company, its owners, employees, customers, or suppliers directly. Further, it agrees that all contact, correspondence, inquiries, offers to purchase and negotiations will be through Consultants. Buyer understands that Consultants have an agreement for the sale of the Company providing for a fee to be paid to Consultants upon the sale of the Company and Buyer agrees not to circumvent the agreement in any way. Consultants' fee is solely the responsibility of the Company.
5) It will not, unless it buys the Company, solicit the Company's employees for the purpose of hiring them or employing them as independent contractors.

Buyer understands the Evaluation Materials were compiled by Seller Agents from materials and information generally provided by the Company and that Seller Agents are relying on the Company for their accuracy and for disclosure of all material facts. Seller Agents do not guarantee the accuracy of the Evaluation Materials or that all the material facts concerning the Company have been disclosed. Buyer agrees to look only to the Company and to its own independent investigation to verify the accuracy of any information concerning the Company and to hold Seller Agents harmless from any claims or damages that may result from its use.

BUYER: _____ Date: _____
Company or Individual – Print

By: _____ (Buyer Authorized Agent) Buyer Email: _____
Signature

Buyer Phone: _____