

**BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT
(INCLUDING NON-DISCLOSURE & NON-CIRCUMVENTION PROVISIONS)**

Page 1 of 2

The undersigned (the "Buyer") understands and acknowledges that **Capitol Business Consultants, Inc. and/or William Russell**, (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below as (the "Business") or (the "Company") whereby the Broker has been contracted, for an agreed upon commission, to represent the Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that the Broker's primary duty is to represent the interest of the Seller. The Business that is the subject of this BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT (the "Agreement") is as follows:

Name or Description of Business: _____

In order to induce the Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for the Broker or Seller to furnish such Information, Buyer understands, agrees, represents and warrants to Broker and Seller the following:

1. **"Buyer" shall mean** and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation or as an agent, consultant or advisor for or to any other business entity in any other capacity whatsoever.

2. **"Broker" shall mean** Broker and its agents, employees, officers, directors, shareholders, co-brokers, representatives, independent contractors and affiliates.

3. **"Information" shall mean all oral or written data, reports, records or materials obtained from Broker or the Seller**, including the name, address, the type of business and the knowledge that the Seller may be considering a sale. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to be any part of such Information to the extent that such Information: (a) is or becomes public other than as a result of acts by the undersigned; (b) can be shown was already known to the undersigned at the time of its disclosure hereunder; (c) is independently obtained by the undersigned from a third party having no duty of confidentiality to the Business; (d) is independently developed; or (e) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

4. **The Information is of a proprietary and confidential nature**, the disclosure of which to any other party will result in damage to the Seller and/or Business and is being furnished only upon the terms of this Agreement. Buyer further represents and warrants the following:

- A) Buyer agrees that the Information shall be kept "secret" and "confidential" and Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisors/consultants, who have a need to know such Information for the purpose of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.
- B) Buyer will not utilize, now or any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business; including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business.
- C) In addition to the prohibition against utilizing any trade secret as mentioned, Buyer will not utilize any other furnished Information to enter into and/or engage in competition with the Business or assist or promote any other party(s) in doing so. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing are of the Business.
- D) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

5. **Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents** for any reason whatsoever without prior consent of the Broker. All contacts with the Seller or the other parties mentioned will be made through or by the Broker unless otherwise agreed to by the Broker, in writing. Buyer will not attempt to hire any employee of the Business.

6. **The Information furnished by Broker has been prepared by or is based upon representations of the Seller** and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges from any and all responsibility and/or liability in conjunction with the accuracy, completeness or any other aspect of the information and accepts sole and final responsibility for the evaluation of the information and all other factors relating to the Business. Buyer will conduct a complete investigation regarding all aspects of the Business at Buyer's own expense.

Initial _____

7. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.

8. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.

9. Buyer understands that Broker will not provide any legal, accounting or tax advice to Buyer and will not provide any related services to Buyer acting as licensed attorneys, accountants or tax advisors.

10. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist any other party in so doing, unless such agreement to purchase provides for a commission to be paid Broker, with the commission being defined as the amount agreed upon by the Broker and Seller in the Broker's "Listing Agreement" or similar agreement between those two parties. Buyer agrees that if Buyer should buy, lease or come into possession of the Company, in any capacity, during the listing term or within three (3) years from the date below, Buyer will protect Broker's right to receive the fee defined under Broker's Agreement with the Company. If Buyer interferes in any way with Broker's contractual right to fees from the Business or Businesses, or if Buyer violates the foregoing provisions, Buyer will be liable for and pay said commission to Broker upon demand without any obligation of Broker's part to first exhaust any legal remedies against Seller. If, however, Buyer purchases the Company or Companies through the Broker, the Buyer would not be liable for a fee.

11. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein and if Buyer determines Buyer is not capable, Buyer will notify Broker and will terminate all efforts to pursue the purchase of the Business. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

12. The performance and construction of this Agreement shall be governed by the laws of the State of Texas. All sums due hereunder shall be payable at the office of the Broker in Fort Bend County, Texas and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

13. This Agreement shall be binding upon the Buyer, the Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement is shall be held invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

14. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this Agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion, as the Arbitrators shall decide.

15. The terms and conditions of this Agreement shall also apply to any other business and/or property on/in, which Broker has been retained to represent the Business for sale and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and condition of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

16. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent Broker and this Agreement sets forth the entire agreement and understanding.

Executed on this _____ Day _____ of _____ 200_____

Name of Buyer (Print): _____

SIGNATURE: _____

Title: _____ Organization: _____

Telephone: _____ E-Mail: _____

Address: _____

Street City State Zip Code