



THE PARAGON GROUP
DAVID A. LAFOUNTAIN, P.C.
637 S. 48th Street, Suite 212, Tempe, AZ 85281
480-776-5830 Direct Line

Confidentiality/Non-Disclosure/Non-Circumvent Agreement

This Agreement is Legally Binding

In connection with the possible acquisition of the Business Entity and/or Real Estate ("Property") as listed herein, I hereby acknowledge reading, understanding, abiding and agreeing to the conditions as stated herein. David A. LaFountain, President, David A. LaFountain, PC, as Business Broker/Mergers and Acquisitions Specialist ("Broker") with West USA Realty, will furnish you ("Buyer") with financial and other confidential information related to the following Business/Property for sale, _____

In consideration of obtaining information on this Business/Property, Buyer(s) hereby agree as follows:

1. That any information provided on the business to _____ (Buyer's name) by Broker is deemed sensitive and confidential and will be held in the strictest confidence as its disclosure to others may be damaging to the business described herein and its owners. The information shall include that the company is available for acquisition and as such shall not be divulged to any third person other than advisors in Buyer's employ to evaluate the Proprietary information for acquisition purposes only. Buyer shall furnish a copy of this agreement to such advisors and inform them of their responsibilities of confidentiality, non-disclosure and non-circumvent relating to the confidential information.
2. Buyer understands that all confidential information given to him/her is for the sole purpose of assessing the possible purchase of the Business/Property. This agreement applies to all information presently, previously, or hereafter supplied to Buyer by Broker and /or Business Seller, whether disclosed orally or in writing.
3. Buyer is inquiring about the Business Opportunity with the sole intent to evaluate the Business/Company for the purpose of possible acquisition and the information supplied to Buyer is not for the purpose of gaining information for fostering competition with the Business/Company.
4. Buyer shall not contact the owner of the Business in any manner; all contact must be conducted solely through Broker. Buyer shall not contact employees, suppliers, landlords or customers except exclusively through Broker with Sellers expressed written approval. Buyer agrees not to solicit employees for employment or any other purpose.
5. Buyer agrees not to reproduce, copy or disseminate any of the information or materials provided except to personal advisors and agrees to promptly return all documents and copies to Broker upon request within 5 days of being asked to do so or upon determination that Buyer has no interest in acquiring the business/company.
6. Buyer agrees that any violation of this agreement may result in substantial and irreparable damage to the company and its owners (Sellers), and that monetary damages may not be a sufficient remedy for any breach of this agreement, therefore the Company, its owners (Sellers), shall be entitled to specific performance or injunctive relief as additional remedy for any such breach including compensatory or punitive damages. Such remedies shall not be deemed to be the exclusive remedy for breach of the Agreement but shall be in addition to other remedies available at law or equity. In the event that any suit or other action is commenced to construe or enforce any provisions of this agreement, the prevailing party, in addition to all other amount, shall be entitled to attorney's fees and court costs which may result from any breach of this agreement.
7. This agreement is subject to and governed by the laws of the State of Arizona.



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8. The Broker was provided information by the Company or other sources and was not in any way verified, checked for accuracy or audited by the Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied as to its accuracy. Buyer and his/her advisors shall conduct an independent review and verification of said information as a condition of closing should a formal Purchase Agreement be entered into between the parties. Broker shall not be held responsible for the accuracy or truthfulness of any information that Buyer receives or fails to receive and Buyer agrees to indemnify Broker and its agents and hold them harmless from any claims for damages resulting there from. The undersigned will not rely solely on the unaudited information provided by Broker or Seller.

9. In the absence of an originally executed document, a facsimile shall be acceptable as an original and enforceable document.

10.) Broker recommends that Buyer should hire the appropriate legal and financial advisors to assist him/her in evaluating all relevant materials in this transaction.

11 No modifications or alterations of this Agreement shall be effective unless agreed to in writing and signed by the respective parties.

12. Buyer agrees not to attempt to circumvent Broker's Commission Agreement with Seller(s) and to communicate all offers, verbal or written, through Broker. In the event Buyer circumvents Broker's commission, Buyer will be liable for said commission upon sale, trade, lease or other transfer of Seller's business or property, and may commence suit or other action to collect Broker's full commission including attorney fees and court costs. Buyer (the undersigned) will not be responsible for the commission to Broker if the undersigned purchases the Business through Broker. If Buyer discloses the business opportunity to any third party and the third party purchases Seller's Business or becomes a manager, trades, purchases stock, invests in or becomes connected with Seller's Business, without Broker, the full commission which would have been payable to Broker by Seller under the Listing Agreement between Broker and Seller, will be due and payable by Buyer to Broker.

13. **AGENCY DISCLOSURE:** It is understood that David A, LaFountain, P.C. and West USA Realty, represent solely the Seller (s) of the Business Opportunity offered.

I/We, the undersigned acknowledge reading, understanding and receiving a copy of this agreement, accepted on the date written below. **COMPLETE ALL FIELDS.**

So Agreed this _____ day of _____, 20____

Printed Name	Potential Buyer's Signature
Address: _____	
City: _____	State: _____ Zip Code: _____
Phone: _____	Fax: _____ Cell: _____
E-mail: _____	Date: _____

Received By: (Agent of West USA Realty)

For Broker's office use only:
 Broker's File/Lot No. _____ Manager's/Broker's Initials: _____ Date: _____