

## BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that CORE Business Advisors, Inc., (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges that Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Buyer's Confidentiality and Warranty Agreement (the "Agreement") is as follows:

Description of Business: \_\_\_\_\_

Asking Price and Terms: \_\_\_\_\_

In order to induce 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 Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

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

2. 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 Buyer further represents and warrants as follows:

(A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer any party or source other than Broker and Seller and is being, furnished only upon the terms and conditions contained in this Agreement. The term "Information" shall mean any and all information regarding the identity of Prospect, and any of the Seller's business, customers, customers lists, products, technology, productions, plans, designs, drawings, specifications, marketing, processes, methods, costs, prices, finances, management or personnel, plus any other information Seller provided that is confidential and is of value to Seller which is provided to Buyer by Broker or Seller hereunder, or which is obtained by or

in the course of Buyer's investigation, observation or evaluation of Business.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or Structuring the possible purchase of the Business. Buyer accepts full responsibility for compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at 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 limitations, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished Information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. 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 area of the Business.

(F) 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 within two weeks of Broker notifying Buyer, including any and all reproductions of same and further shall destroy any analyses, calculations or other material that incorporates any part of said Information.

3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior written consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.

Buyers Initials \_\_\_\_\_

4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has been no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the Information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

5. 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.

6. 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.

7. Buyer will not, for a period of two (2) years from the date hereof, enter into any agreement for the purchase or lease of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid to Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. Buyer must use the best efforts to protect and implement Broker's commission/fee rights. Buyer will not interfere with or attempt to circumvent Broker's commission/fee rights against others.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

9. The performance and construction of this Agreement shall be governed by the laws of the State of Georgia. All sums due hereunder shall be payable at the office of the Broker in Fulton County, Georgia and all parties hereto agree to forebear from filing a claim in any other jurisdiction. The Seller is hereby designated as a third party beneficiary to this Agreement.

10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full 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. Broker and Buyer hereby agree that a facsimile copy of this Agreement will bind both parties.

11. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgment.

12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof 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 conditions of this Agreement that refer to the date hereof shall be automatically adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date subscribed herein below.

By: \_\_\_\_\_  
**Signature** (Individually and as  
Duly Authorized Representative)

By: \_\_\_\_\_  
**Signature** (Individually and as  
Duly Authorized Representative)

By: \_\_\_\_\_  
**Print Name**

By: \_\_\_\_\_  
**Print Name**

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address

Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

Business Telephone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

CORE Business Advisors, Inc. By: \_\_\_\_\_

Date: \_\_\_\_\_

**PERSONAL FINANCIAL STATEMENT**  
**“CONFIDENTIAL”**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cash on Hand and in Banks	\$	Mortgage on Home	\$
U.S. Government Securities	\$	Mortgage on Rental Property	\$
Accounts, Loans and Notes Receivable	\$	Credit Cards	\$
Cash Surrender Value Life Insurance	\$	Notes Payable	\$
Value of Business(es) Owned	\$	Unpaid Income Tax	\$
Other Stocks and Bonds	\$	Other Liabilities (Itemize)	\$
401K and Profit Sharing Plans	\$	1.	\$
Real Estate Home	\$	2.	\$
Real Estate Rental	\$	3.	\$
Automobiles (number)	\$		
Household Furnishings	\$		
Personal Effects	\$		
Other Assets (Itemize)	\$		
1.	\$		
2.	\$		
3.	\$		
<b>Total Assets</b>	<b>\$</b>	<b>Total Liabilities</b>	<b>\$</b>
		<b>Net Worth</b> (Total Assets Less Total	<b>\$</b>

Salary	\$
Bonus and Commissions	\$
Dividends and Interest	\$
Rental Income	\$
Other Income	\$
<b>Total Source of Income</b>	<b>\$</b>

The undersigned certifies that this information was provided solely and exclusively by him or her and is true and correct.

Information is as of this date: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_