



TEXAS ASSOCIATION OF BUSINESS BROKERS
BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

This Agreement is signed this date by the undersigned "Buyer" in order to induce _____ ("Broker") to show Buyer the following described "Business" (as used herein, "Business" DOES NOT INCLUDE AND IS NOT INTENDED TO INCLUDE FRANCHISES, LICENSES, DISTRIBUTORSHIPS OR ANY OTHER BUSINESS OPPORTUNITIES THAT ARE NOT EXISTING BUSINESSES, AND Broker IS NOT A SELLER OF SAME AND DOES NOT REPRESENT ANY SELLERS OF SAME) and to induce Broker to furnish pertinent information about such Business so that Buyer may determine whether Buyer is interested in considering for purchase the Business upon such terms as may be negotiated. As used herein, "Broker Group" (shall mean Broker and its agents, employees, officers, directors, shareholders, co-brokers, representatives, independent contractors and affiliates. As used herein, Buyer shall mean individually, as a member of a partnership, as an employee, stockholder, officer or director of corporation or as an agent, consultant or advisor or any similar capacity for or to any business entity.

Description of Business _____ Business No. _____
Location of Business _____
Asking Price \$ _____ Asking Terms _____

In consideration of Broker or Seller furnishing certain information on the above Business to Buyer for Buyer's evaluation and possible purchase of said Business, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer understands, agrees, represents and warrants to Broker and to Broker Group and to Seller as follows:

1. Buyer acknowledges and understands that Broker is representing the Seller of the Business described above and that Broker's duties, loyalties and faithfulness are owed to the Seller, and Broker must inform the Seller of all important information Broker knows which might affect Seller's decisions concerning the sale of the Business. Buyer further acknowledges that Broker advises that if real property is involved in any purchase, Buyer should have the abstract covering the property examined by an attorney of Buyer's own selection and/or that Buyer should be furnished with or obtain a policy of title insurance; have appropriate environmental testing performed to assure environmental compliance and have any examination of any computer, software, telephone or other equipment that Buyer deems necessary to assure year 2000 compatibility. Buyer understands and agrees that Broker Group 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. Buyer further acknowledges and agrees that the Independent Contractor, shown below, is not an employee or representative of Broker and has no authority to commit or to bind Broker on any matter and this agreement is not binding on Broker until signed by an Broker officer. When this Agreement is signed, it shall constitute the joint and several, personal and individual obligation of each Buyer signatory hereto.

2. Buyer represents and warrants to Broker that the information furnished by Broker Group to Buyer has not been made available to Buyer by any other person or legal entity. Buyer acknowledges that this information is being furnished only upon the terms described herein based upon Buyer's representations and warranties herein. Buyer further acknowledges and warrants that this information will not be disclosed to any other person, except Buyer's accountant, lawyer and financial consultant who may be furnished such information for the purpose of advising Buyer as to the structure of any proposed purchase of the Business and Buyer accepts full responsibility for assuring full compliance with all provisions of this Agreement by any third party to which Buyer discloses any such information and for any harm to the Seller or to Broker from any breach of this Agreement. Buyer hereby releases, indemnifies and holds harmless Broker Group 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.

3. Buyer represents, warrants and agrees that Buyer will not, for a period of three (3) years from today's date, enter into any agreement (herein defined as an offer to purchase, a letter of intent or any similar document) for the optioning, lease, exchange, or purchase of the Business (or any related business), its capital stock or assets, or any portion thereof, either as an individual, member of a partnership, officer, director, employee or stockholder of a corporation, or in any other capacity (nor will Buyer assist or promote in any way anyone else entering into such an agreement) unless said agreement contains a provision wherein the parties thereto acknowledge that Broker Group is the procuring cause of such agreement and Broker is the only person or legal entity entitled to the Professional Service Fee (herein called 'Fee') based on the total sales price or minimum Fee as originally agreed upon by Seller (Fees shall be made known, upon request by Buyer, when an offer to purchase, or similar purchaser agreement, is made by Buyer). Further, if said purchase agreement does not provide for the payment of said Fee to Broker by Seller, or if Fee is not paid by Seller, Buyer agrees to be liable for and pay same on demand without any obligation of Broker's part to first exhaust legal remedies against Seller.

4. Buyer acknowledges and understands that as used herein the term sales price (or purchase price) shall mean any and all amounts of money or other consideration paid or conveyed to Seller (or retained by Seller) or for Seller's benefit, including without limitation, cash, stock, notes, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based on future sales or profits, etc.), employment or management contracts, consulting and non-compete agreements, option agreements, capital investments, assumption or discharge or relief of personal guarantees, all liabilities and/or other obligations included with the sale, retained by the Business or assumed by Buyer, value of assets retained by Seller that were included in the Listing Sale Price and/or any combination of these or other considerations.

5. Buyer further represents that Buyer has sufficient financial resources to purchase this Business upon the terms and conditions set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references or other information evidencing such financial sufficiency.

6. Buyer agrees to hold this information in strict confidence and not to introduce himself/itself to Seller or Seller's employees, customers, suppliers or agents (nor will Buyer assist or promote in any way anyone else with any form of introduction) without prior written consent of

Broker and should Buyer, upon examination choose not to proceed further in an acquisition, Buyer agrees to promptly return to Broker (without reproduction in whole or in part) all documentation loaned to Buyer by Broker or by Seller.

7. Buyer covenants and agrees that, except with the written consent of Seller, Buyer shall not enter into and/or engage in competition with Seller in the business of developing, engineering, designing, manufacturing, promoting, marketing, leasing or selling Seller's products or services as an individual, partner, employee or agent for any person or entity, or as an officer, director, shareholder or otherwise, including, but not limited to, using information, data, methods or processes revealed, discussed, demonstrated or portrayed by Seller or Broker Group, or their agents, representatives or independent contractors directly or indirectly, within the existing marketing area of Seller for a period of three (3) years after the date hereof.

8. Buyer acknowledges and understands that any information is received subject to change, error, or withdrawal of offering without notice. This representation of Buyer shall cover any additional information as to the above described Business, or any other businesses, furnished to Buyer by Broker whether orally or in writing and it shall not be necessary for the undersigned to execute any additional agreements to that effect.

9. Buyer acknowledges and agrees that Broker Group has made no independent investigation or verification of information or material furnished to Buyer and that Broker Group shall not be liable or accountable for its accuracy and that any and all representations and warranties shall be made solely by the Seller in a signed purchase agreement and then be subject to the provisions thereof. Further, Buyer hereby expressly releases, discharges, and holds harmless Broker Group from any and all responsibility and/or liability in connection with the integrity of such information or for any action Buyer may take with regard to this Business and Buyer hereby accepts sole and final responsibility for the evaluation of such information or material or physical or other assets or price of the Business whether furnished by Broker Group or by Seller or Seller's representatives and Buyer further hereby accepts sole and final responsibility for any price offers made by Buyer. Further, the undersigned Buyer acknowledges the responsibility to perform a due diligence at his or her own cost and expense prior to any acquisition.

10. Buyer acknowledges and agrees that all sums due and the performance and construction of this Agreement shall be in _____ County, Texas and shall be governed by the laws of the State of Texas. The parties agree that any claims or controversy regarding this Agreement shall be most conveniently and economically resolved in _____, County, Texas, and therefore, the parties agree that any claim or action brought for enforcement, interpretation or damages under this Agreement shall be brought only in _____ County, Texas and parties agree to forbear from filing a claim in any other jurisdiction.

11. This Agreement shall be binding upon Buyer, Buyer's heirs, executors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining 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.

12. The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules; and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Expenses of arbitration shall be born by the parties in such proportions as the arbitrator(s) shall decide. The arbitrator's sole authority shall be to interpret and/or apply the provisions of this Agreement; the arbitrator(s) shall have no authority to change or modify any provision of this Agreement.

13. This Agreement sets forth the entire agreement and understanding between Buyer and Broker and cannot be modified, amended, supplemented or rescinded except with written consent of Buyer and an officer of Broker, Buyer and Broker hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of this Agreement to bind the other.

Print Name of Buyer X
Buyer's Signature (Individually and as Duly Authorized Representative)

Address X
DATE EXECUTED

City State ZIP Phone FAX
Independent Contractor Broker Officer

RECEIPT OF INFORMATION

Undersigned acknowledges loan of information/materials described below and agrees to return same to _____ within thirty (30) days.

Info Rec'd: Portfolio _____ Exec Summary _____ Financials (describe) _____
Other _____ None at this time _____

Received By: X _____