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# AMERICORP BUSINESS BROKERS

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Brokerage • Consulting • Leasing • Purchasing

## CONFIDENTIALITY AGREEMENT

**This Agreement** is made between the undersigned individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors (Buyer) and AMERICORP BUSINESS BROKERS for the benefit of AMERICORP BUSINESS BROKERS and a presently undisclosed prospect (Prospect).

**Whereas:** Buyer has requested information from AMERICORP BUSINESS BROKERS & Prospect for purposes of investigating a possible acquisition, merger, financing or joint venture involving all or part of the business interests owned by Prospect, described as:

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**Now Therefore:** In order to induce AMERICORP BUSINESS BROKERS to identify the Prospect and provide such information, Buyer agrees as follows:

1. Buyer will not disclose any information obtained hereunder, or in the course of its investigations, to any person or organization not herein authorized or make known to others, by disclosure or confirmation, that this company, division or product line is for sale or that financing is desired, either before or after termination of investigations or negotiations.
2. WITHOUT THE SPECIFIC PRIOR WRITTEN APPROVAL OF AMERICORP BUSINESS BROKERS OR PROSPECT, Buyer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, syndication member, or other financing source. In the event disclosure to such parties is deemed desirable, AMERICORP BUSINESS BROKERS and Prospect may require the execution of a document similar to this Agreement.
3. This Agreement applies to all information received by Buyer from AMERICORP BUSINESS BROKERS or Prospect now and in the course of future investigations, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could cause substantial and irreparable damage to AMERICORP BUSINESS BROKERS and Prospect.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or financing decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise AMERICORP BUSINESS BROKERS when its investigations or negotiations are terminated and will return all information furnished, in whatever form, without retaining copies, summaries or extracts.
5. Buyer will not contact the Prospect's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Prospect without written permission from AMERICORP BUSINESS BROKERS or Prospect. Buyer will not contact Prospect directly until authorized by AMERICORP BUSINESS BROKERS.
6. AMERICORP BUSINESS BROKERS makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to AMERICORP BUSINESS BROKERS by Prospect including, but not limited to, any and all financial information and Prospects' estimate of total net worth of any and all assets of Prospects' Company and/or business.
7. Buyer shall not enter into any agreement for the purchase of any Companies for its stock or assets that AMERICORP BUSINESS BROKERS furnished information to Buyer on unless said agreement contains a provision wherein the parties thereto acknowledge that AMERICORP BUSINESS BROKERS is the procuring cause of such agreement and AMERICORP BUSINESS BROKERS is entitled to a commission as agreed upon by the Company and AMERICORP BUSINESS BROKERS.

Agreed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Company: \_\_\_\_\_ Address: (Required) \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Phone: (Required) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Please return fax to **951-587-8452 Fax #1** or **951-698-5657 Fax #2**.