

# Confidentiality Agreement

The undersigned prospective purchaser ("Buyer") hereby requests receipt of confidential information, currently and from this time forth, on Wilson's Creek Lawn, Inc. by Axon & Associates. Buyer hereby acknowledges that Axon & Associates will have been first to provide such information to Buyer. In consideration of Axon & Associates' providing such information, the Buyer hereby accepts, acknowledges and agrees:

1. Any and all information Axon & Associates provides about a business was provided to Axon & Associates by the business owner, and Axon & Associates makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other advice Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including, especially, its availability for acquisition, shall be treated as strictly confidential and proprietary. Buyer shall not directly or indirectly disclose, without Axon & Associates' prior written consent, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information and shall obtain the agreement of such third parties to maintain such confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Axon & Associates of this fact and shall promptly return or destroy all documentation, including, without limitation, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Axon & Associates and could result in legal recourse against the Buyer. Buyer shall indemnify, defend and hold Axon & Associates harmless from and against any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Axon & Associates has entered into an agreement providing that Seller shall pay a fee to Axon & Associates if, during the term of that agreement or within twenty-four (24) months thereafter, the business is directly or indirectly transferred to a Buyer introduced by Axon & Associates. Should Buyer, a member of Buyer's family, or anyone with whom Buyer is directly or indirectly affiliated acquire any interest in, or become affiliated in any capacity with such a business, Buyer shall protect and indemnify Axon & Associates' right to a fee from the Seller. Buyer agrees that any transaction will be closed through a licensed independent escrow company.
4. Buyer shall conduct all inquiries into any business about which Axon & Associates provides information and discussions with its owner(s) and/or management solely through Axon & Associates, and shall not directly or indirectly contact the owner, employees or other representatives of the business except by prior written consent from Axon & Associates.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Axon & Associates' right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees and litigation costs. All parties to the Agreement shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. The mediation shall be held prior to commencement of any court action or arbitration. The mediation shall be confidential and held in accordance with all applicable sections of Missouri Law. In the event the parties are unable to agree on a mediator within thirty (30) days of the first party seeking mediation, the presiding judge of the Superior Court of Christian County MO for the filing of a complaint for relief in

such dispute shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation is necessary or appropriate, it shall be conducted in accordance with this paragraph. Should any party commence arbitration or a litigation before mediation, that party shall forfeit its right to claim attorney's fees or litigation costs that might otherwise be available to it in arbitration or litigation, and the party who is determined by the arbitrator or judge to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally by the parties to the dispute.

6. Buyer understands and agrees that Axon & Associates is acting as sellers agent representing Seller.

7. This agreement contains the sole and entire agreement between the parties regarding its subject matter. The parties acknowledge and agree that neither of them has made any representations or promises with respect to the terms and conditions of this agreement or any representations or promises inducing the execution and delivery hereof, except such representations and promises which are expressly stated herein. Each party acknowledges its reliance on its own judgment in entering into this agreement and having the opportunity to have the agreement reviewed by others, including legal counsel. The parties further acknowledge that any statements or representations previously made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their dealings with the other. Any amendment or modification to this agreement shall be valid only if the parties have duly executed such modification, in writing, and it has been signed by the party against whom enforcement may be sought. Further, this Agreement is non-negotiable; no evidence of any modification, amendment or waiver shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless the same is in writing and has been duly executed by Axon & Associates' managing Broker.

8. Buyer Acknowledges receiving a duly executed copy of this Agreement.

9. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date                      Cell Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Physical Address