



Buyer Confidentiality Agreement

In connection with the possible acquisition by the undersigned, _____ (“Buyer”), of the business listed for sale by Skyline Equity Advisers Ltd. (“Skyline”) as **Established Lucent/Avaya Dealer – New York/Connecticut** (Skyline Listing Number: 131842) (the “Business”), Skyline will be furnishing to the Buyer certain proprietary and confidential information regarding the Business. In consideration of obtaining this information, the Buyer agrees as follows:

1. The Buyer will not disclose any Confidential Information (as defined below) for two (2) years from the date hereof to any person or entity other than the Buyer’s employees, representatives, or advisers (provided such persons agree to maintain the confidentiality of the Confidential Information for the same period of time and to the same extent as the Buyer). Confidential Information shall mean all information designated by Skyline or by the Business as “confidential” (including without limitation: identity of the Business, the fact that the Business is for sale and all financial and operating information of the Business).
2. The Buyer will not use the Confidential Information for any purpose other than to pursue the acquisition of the Business. **The Buyer is acting as a principal and is NOT a broker, intermediary or agent. The Buyer will not advertise (in print, on the internet or otherwise), publicize, or otherwise market the Business or hold itself out as a representative or agent of the Business.** If the Buyer decides not to pursue this acquisition, the Buyer will return to Skyline (or destroy) all Confidential Information without keeping copies thereof.
3. The Buyer agrees that all negotiations concerning sale of the Business will be handled exclusively through Skyline, and the Buyer will not contact the Business directly without Skyline’s consent and will not interfere in any way with Skyline’s right to a commission in connection with the sale of the Business.
4. The Buyer understands that any and all information about the Business (including Confidential Information) that the Buyer may receive from Skyline is provided solely by the Business. Skyline does not make any representation or warranty as to the accuracy or completeness of such information. The Buyer waives all claims against Skyline regarding, pertaining to or arising out of its acquisition of the Business and/or any information about the Business, whether such information is received by the Buyer from Skyline or directly from the Business. The Buyer understands the need for and agrees to undertake its own due diligence with respect to the Business and its potential acquisition.
5. The Buyer acknowledges that Skyline represents the Business and shall act solely on behalf of the Business. The Buyer further acknowledges and agrees that the Buyer first learned that the Business is for sale through the efforts of Skyline and has not had any contact regarding the potential sale of the Business with any other broker, agent or representative of the Business or with the Business directly.

The undersigned agrees to the terms of this Agreement and hereby confirms that he/she has read this Agreement in full and understands its provisions. The undersigned further represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the Buyer.

Signature: _____ Date: _____

Name: _____

Company (if applicable) _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ E-mail: _____

PLEASE TYPE OR PRINT CLEARLY