



### BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

This Agreement is signed this date by the undersigned "Buyer" in order to induce CBI Business Advisors, Inc. dba CBI+Advisory Partners ("Intermediary") to disclose to Buyer the following described "Business" (as used herein, "Business") and to induce Intermediary 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, "Intermediary Group" shall mean Intermediary and its agents, employees, officers, directors, shareholders, co-Intermediaries, 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: Convergent Technology Integrator Including Telephony [VOIP/SIP Trunking], Premise Based Security, Data Networking And Managed Services

Location of Business: South Central United States

In consideration of Intermediary 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 Intermediary and to Intermediary Group and to Seller as follows:

1. Buyer acknowledges and understands that Intermediary is representing the Seller of the Business described above and that Intermediary's duties, loyalties and faithfulness are owed to the Seller, and Intermediary must inform the Seller of any important information Intermediary knows which might affect Seller's decisions concerning the sale of the Business. Buyer understands and agrees that Intermediary 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. When this Agreement is signed by an Intermediary officer it shall constitute the joint and several, personal and individual obligation of each Buyer signatory hereto.
2. Buyer represents and warrants to Intermediary that the information furnished by the Intermediary 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 Intermediary from any breach of this Agreement. Buyer hereby releases, indemnifies and holds harmless Intermediary 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 Intermediary.
3. 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 Intermediary or Seller, financial statements, references or other information evidencing such financial sufficiency
4. Buyer agrees to hold all information provided by Intermediary and Seller in strict confidence and not to introduce himself/herself/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 Intermediary or Seller. If for whatever reason Buyer or Seller decides not to proceed with any transaction with respect to the Business, the Buyer shall promptly: (i) return any information provided by Intermediary or Seller (including all copies of the same and any such information contained on any portable electronic media such as CD's, DVD's, etc) and (ii) delete all emails containing such information and all such information contained on Buyer's non-portable electronic media (such as hard drives or servers); further, Buyer shall also cause all third parties to whom Buyer forwarded any such information to promptly comply with items (i) and (ii), immediately above.
5. Buyer acknowledges and understands that at any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Seller in respect to the sale of the company and any related business opportunities shall constitute



Confidential Information and the Buyer or any Group company or associated entity or individual shall not without the prior written consent of the Seller:

- a. directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Seller or Intermediary; or
  - b. seek to by-pass, compete, avoid or circumvent the Seller from any business opportunity that relates to the contemplated sale of the company by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
6. 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 Intermediary whether orally or in writing and it shall not be necessary for the undersigned to execute any additional agreements to that effect.
7. Buyer acknowledges and agrees that Intermediary Group has made no independent investigation or verification of information or material furnished to Buyer and that Intermediary 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 Intermediary 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 Intermediary 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.
8. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Arkansas. Buyer acknowledges and agrees that the performance of this Agreement shall be in Washington County, Arkansas. The parties agree that any claims or controversy regarding this Agreement shall be most conveniently and economically resolved in Washington County, Arkansas and therefore, the parties agree that any claim or action brought for enforcement, interpretation or damages under this Agreement shall be brought only in Washington County, Arkansas and parties agree to forbear from filing a claim in any other jurisdiction.
9. This Agreement shall be binding upon the Buyer and its distributees, heirs, legal representatives, executors, administrators, successors and assigns. 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.
10. 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 proportion 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.
11. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning the subject matter hereto, whether written or oral, between the parties hereto. This Agreement may not be modified, altered, supplemented or amended, except pursuant to a written agreement executed by all the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute but one and the same instrument. Buyer, Intermediary and Seller 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.
12. Buyer understands that the information provided on this business shall be provided in the form of a Confidential Deal Room (CDR) that is established by Intermediary on behalf of Business. Deal room access will be by password only and a password shall be provided to Buyer upon buyer execution of this agreement and return to Intermediary via fax or e-mail with valid signature(s) of buyer(s). Buyer understands that Buyer may not download or print information from the CDR without Intermediary permission. Such permission may be granted either in facsimile or e-mail by Intermediary.



# CBI+ Advisory Partners

## Mergers & Acquisitions

13. No waiver, express or implied, by any party of any breach or default by any other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a waiver of any other breach or default under this Agreement. Failure on the part of any party to complain of any act or omission of any other party, or to declare such other party in default irrespective of how long such failure continues, shall not constitute a waiver hereunder. No notice to or demand on a defaulting party shall entitle such defaulting party to any other or further notice or demand in similar or other circumstances.

14. The parties hereto agree and acknowledge that the Seller is a third party beneficiary of the Buyer’s duties and obligations hereunder. The parties hereto acknowledge that they have had legal counsel review this Agreement and agree that no provision of this Agreement shall be construed against the party drafting this Agreement.

15. The buyer(s) acknowledges that CBI Business Advisors, Inc., an Arkansas corporation (herein referred to as “CBI+Team”) is acting as agent of the seller and all fees due CBI+Team are, will be, the responsibility of the seller. Seller’s agent is an agent who acts under a listing agreement with the seller and acts as the agent to the seller only. A seller’s agent has affirmative obligations to the seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence and accounting in dealing with the seller. In addition, a seller’s agent has affirmative obligations to the Buyer(s) and Seller of honest dealing and disclosure.

16. Buyer(s) are advised to seek counsel from an attorney, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through CBI+Team.

17. Buyer(s) acknowledges that all information and material on each business opportunity provided by CBI+Team has been provided by the seller of the business. The seller believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. CBI+Team makes no representation or warranties, expressed or implied, regarding the information provided to Buyer.

18. Business opportunities by their very nature carry risk. Some of these risks include obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, buyer(s) could incur a loss, including, but not limited to, their entire investment. Buyer(s) acknowledge that they understand these risks and that CBI+Team cannot and does not in any way warrant or guarantee the future vitality or prospects of any business.

19. Buyer(s) and Seller each acknowledge that neither CBI+Team, nor any of CBI+Team's agents, employees, officers, directors, shareholders, co-brokers, independent contractors and affiliates have made any representations or warranties regarding any fact regarding the business/stock being sold, any legal issues, aspect or ramification connected with the proposed purchase/sale, or any representation or warranty to either Buyer(s) or Seller concerning the financial condition, or any matter relating to either party. CBI+Team has made no independent investigation or verification of any representation, warranty, document, or piece of information presented by either party. Each party has either done its own, independent investigation with respect to such items or was advised by CBI+Team to do so.

CBI+Team is hereby released, indemnified and held harmless by Seller(s) and/or Buyer(s) from and against any and all claims and damages of each kind attributable to the performance or non-performance of Seller and/or Buyer under any agreement connected with the sale/purchase of the business/stock described above. CBI+Team shall not be liable or responsible for, and are hereby indemnified and held harmless by Seller and/or Buyer(s) from and against any and all claims and damages of any kind relating to the above-referenced sale/purchase

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Independent Intermediary-Carl E. Grimes  
CBI Business Advisors, Inc. dba  
CBI+Advisory Partners

2591 S. 48<sup>th</sup> Street, Springdale, AR 72762  
Intermediary Office

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\*Buyer Signature (Individually and as Duly Authorized Representative)

\*I understand that my entering my electronic signature shall constitute a facsimile of my signature and acceptance of all terms outlined in this agreement.