

## NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

The undersigned hereby agrees not to disclose or discuss to any third party and to keep completely confidential all names of any property, corporation, organization, individuals introduced by Agent. The undersigned further agrees not to disclose any information learned about the businesses to any third party, including employees, customers, suppliers or other prospective buyers. The information and/or records about these businesses obtained by the undersigned are confidential and shall not be used by you for competitive use in any business, present or future. It is understood that information disclosed to others could cause a loss of business, and or create injury to employee/employer relationship.

The undersigned agrees that BROKER, or its agent, in bringing BUYER(s) and SELLER(s) together, has fulfilled its primary brokerage function and that buyer (s) agrees to hold BROKER, its agents, and attorneys harmless from any liability arising out of the sale of businesses discussed with BUYER(s).

The undersigned understands that they are not responsible for the Broker's commission unless otherwise agreed to in a BUYER'S BROKER AGREEMENT. However should the undersigned release any information about the businesses without going through the BROKER, the undersigned agrees to pay as a consideration to Agent an amount equal to the actual commission due BROKER. This paragraph shall remain in force for a period of seven hundred thirty (730) days.

The undersigned or his representative further agrees, promise and pledge that principals, officers, or agents shall not circumvent and further shall not make any contact directly or indirectly, or attempt to otherwise deal with any sources revealed by Agent without the written permission of Agent. Should any circumvention or contact be made with the source revealed by Agent and should this contact or circumvention result in a sale, merger or exchange of the business property in question, the undersigned agrees to pay as consideration an amount equal to the actual commission due BROKER.

Please accept our most sincere appreciation for your selection of our brokerage services. The transaction that you are contemplating will naturally involve a variety of financial statements and legal documents that bear significantly on your decision. Our firm does not intend to represent that any of the financial statements or any other material or information supplied by the SELLER or its agent have been inspected, verified or approved by us. It is because we recognize the significance of this data that we recommend an independent certified audit by an accountant of your choice. In addition, for your protection, we request that your legal counsel be available to assist you with the transaction. Further, no representation as to the condition of any structure, fixture or system is implied. BROKER makes no inspection. It is requested that certified or licensed inspectors or engineers be employed to ascertain the condition of such structure, fixture or system.

This agreement shall be binding for: All properties introduced to this Buyer by Agent.

AGREED TO AND ACCEPTED:

Agent: \_\_\_\_\_

for:

Buyer: \_\_\_\_\_

\_\_\_\_\_

Buyer: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_