

NON-DISCLOSURE AGREEMENT

Our agreement with the seller requires that we obtain a non-disclosure agreement and evidence of financial ability before disclosing the name of his/her business. This information will be kept confidential.

In consideration of the broker, R. Zemper & Associates/Venture Group Business Brokers (hereafter, Broker) providing me(us) with the information on businesses it offers for sale, I(we) understand and agree:

- i) That any information provided on any business to me(us) by Broker may be sensitive and confidential and that its disclosure to others may be damaging to the described business and its owners.
- ii) Not to disclose any information regarding these businesses to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I(we) agree to obtain their agreement to maintain such confidentiality. "Information" shall include the fact that the businesses are for sale plus any other data provided.
- iii) Not to contact the respective business owner, employees, suppliers or customers except through Broker.
- iv) That all information is provided by the seller or other sources and is not verified in any way. Broker is relying on seller or such other sources for the accuracy of said information; has no knowledge of the accuracy of said information and makes no warranty, expressed or implied as to the accuracy of such information. Understanding that, prior to entering into an agreement to purchase said business, I(we) shall make such independent verification as I(we) deem necessary, of such information. I(we) agree that Broker is not responsible for the accuracy of any of the information I(we) receive or fail to receive and I(we) agree to indemnify and hold Broker and its agents harmless from any claims or damages resulting therefrom. I(we) will look only to seller and to my(our) own investigation.
- v) That should I(we) enter into an agreement to purchase a business Broker offers for sale, I(we) grant to seller the right to obtain, through standard reporting agencies, financial and credit information concerning myself(ourselves) or the affiliates I(we) represent and understand that this information will be held confidential by seller and Broker and will only be used for the seller extending credit to me(us).
- vi) That all correspondence, inquires, offers to purchase and negotiations relating to the purchase or lease of any business presented to myself(ourselves) or affiliates I(we) represented by Broker, will be conducted exclusively through Broker.
- vii) That I(we) are receiving this information only for the purpose of evaluating the business as a prospective purchase, and for no other reason whatsoever. I(we) are not searching for information for any competitive, governmental, or legal use. At such time as interest in this matter ceases or negotiations are not continued, I(we) will promptly return all originals and copies of information furnished and destroy all notes and copies thereof made on this matter.

Name (Signature)

Date

Name (Please Print)

Name (Signature)

Date

Name (Please Print)

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