



## Nondisclosure and Confidentiality Agreement

Our agreement with the seller requires that we obtain a nondisclosure and confidentiality agreement and evidence of financial ability before disclosing the name and location of his business. This information will be kept confidential. In compliance with the above, please read and complete the following nondisclosure and confidentiality agreement.

I, the undersigned potential investor, in consideration for the principals, associates, agents, or employees of The Business Exchange LLC, hereinafter "The Company," providing me with information on businesses offered for sale, understands and agrees:

That information provided on businesses by The Company is sensitive and confidential and that its disclosure to others would be damaging to the businesses and to the broker's fiduciary relationship with the seller.

That I will not 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 agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale, plus other data. The term "information" does not include any information, which is, or becomes, generally available to the public or is already in your possession. All information provided to review the business will be returned to The Company without retaining copies, summaries, analyses, or extracts thereof in the event the review is terminated.

That I will not contact the seller, his employees, suppliers, or customers except through The Company.

That all information is provided by the seller and is not verified in any way by The Company. The Company is relying on the seller for the accuracy and completeness of said information, has no knowledge of the accuracy of said information, and makes no warranty, express or implied, as to such information.

The Company does not give tax, accounting, or legal advice. That, prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all information. I agree that The Company is not responsible for the accuracy of any information I receive, and I agree to indemnify and hold The Company harmless from any claims or damages resulting from its use. I will look only to the seller and to my own investigation for all information regarding any business offered by The Company .

That, should I enter into an agreement to purchase a business which The Company offers for sale, I grant to the seller the right to obtain, through standard reporting agencies, financial and credit information concerning myself or the companies or other parties I represent; and I understand that this information will be held confidential by the seller and The Company and will be used only for the purpose of the seller extending credit to me.

That all correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented to me, or companies I represent, by The Company, will be conducted exclusively through The Company.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

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

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

For the (name of company): \_\_\_\_\_

Phone #: \_\_\_\_\_ e-mail: \_\_\_\_\_