

NON-DISCLOSURE AGREEMENT

Our agreement with the Seller requires that we obtain a Non-disclosure Agreement before disclosing the name and location of his/her business. This information will be kept confidential.

In consideration of Northeast Business Intermediaries, (Broker), providing the information on businesses for sale, I/we understand and agree that for business opportunity File # _____ (_____):

- 1.(a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the business and their owners.
- (b) Not to disclose any information regarding the businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided. The signer of this agreement acknowledges and agrees that irreparable harm will be suffered by the Business should it become public knowledge that a possible sale of the Business is being considered by the owners of the Business.
- (c) Not to contact the business owners or their landlords, employees, suppliers, or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.
- (d) Not to circumvent or interfere with Broker's contract with Seller in any way. I/we understand that if I/we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to broker for payment of the Seller's fee. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.

2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, 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 which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.

3. That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain, through standard reporting agencies, financial and credit information about me/us or the companies I/we represent and understand that this information will be held confidential by the Seller and Broker and will only be used for the Seller extending credit to me/us.

4. That Broker is not an agent for me, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of the Seller's business or property.

Signature _____ et al _____
Name (Please Print) Date

Address _____ City, State Zip

***Please Fax to: Northeast Business Intermediaries, 1554 Paoli Pike, #292, West Chester, PA 19380
Phone: 1-610-955-9343, Fax: 1-610-884-6938***