

NON-DISCLOSURE AGREEMENT

I, _____ as a _____ (name of principal/employee/officer and/or direct agent) of _____ (name of company or individual) acknowledge that the name of the seller(s) and certain confidential information, records, studies, and trade practices of seller(s) and the business (es):

I am interested in the following business (es).

Name of Business	Date of Disclosure
1. _____	_____
2. _____	_____

These disclosures will be given in **SECRECY AND CONFIDENCE** and used for the sole purpose of assessing the prospective purchase of the Business through Phoenix Affiliates.

I agree not to disclose any of the information given in connection herewith, either directly or indirectly, to third parties, except direct support people; nor will I use, or assist others to use: 1. This information to evaluate, purchase or to start a similar business within a five (5) mile radius for a period of three (3) years from the date of disclosure of the business. 2. This information to create a competitive advantage. 3. This information for competitive trade purposes. 4. This information to circumvent Phoenix Affiliates in any transaction, to contact the seller(s), employees of the business (es) or any vendors for the business (es). In addition, I agree not to make copies of any of the material provided and to return all of it if I discontinue interest in the Business. The material and information furnished by the seller and is believed to be reliable for the purpose of evaluating the Business. Further, I agree not to contact the seller(s) of the Business directly and understand that all negotiations, inquiries, investigations, offers to purchase, and/or letters of intent must be made through Phoenix Affiliates.

I agree that any breach of this Non-Disclosure Agreement (the "Agreement"), directly or indirectly, will be harmful to Phoenix Affiliates and the seller(s). In consideration for the information given, I agree that the laws of the State of Illinois will govern this Agreement and that all actions that may arise in law and/or equity shall be brought in Peoria County in the State of Illinois.

It is understood that this Agreement applies to any information previously supplied by Phoenix Affiliates, verbally or in writing. I understand that neither the seller(s), the Business, its officers, directors, employees nor Phoenix Affiliates shall have any liability as a result of furnishing me the material included in this Agreement.

This also acknowledges that the undersigned buyer(s) has been advised that Phoenix Affiliates is an agent for the seller(s) in this transaction. I agree that should I buy, lease or come into possession of or management of, the Business during the listing term or within three (3) years from the date below, I will protect Phoenix Affiliates' right to the full commission fee under Phoenix Affiliates' agreement with the seller(s). I understand that if I interfere in any way with Phoenix Affiliates' contractual right to fees from the seller(s), I will be personally liable for payment of the Phoenix Affiliates' commission, which will be computed, based upon the listing price of the business (es). It is agreed, however, that if I make the purchase through Phoenix Affiliates, I am not liable for a fee.

The Buyer further acknowledges that the seller of the business has provided all information and materials on each business opportunity provided by Phoenix Affiliates to Phoenix Affiliates. However, accuracy is not guaranteed and all information should not be considered complete. Phoenix Affiliates has not audited or reviewed related records to said business (es). They are compilations from information and statements furnished by seller(s) to Phoenix Affiliates. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Phoenix Affiliates makes no representations or warranties, expressed or implied, regarding the information provided to Buyer. All information provided to the Buyer is for confidential use and is to be used solely for the purpose of evaluating a business opportunity as a potential buyer.

Prospective buyer(s) may want to consult an attorney or an accountant for review of financial statements and general review of said business (es). The person(s) agrees to hold Phoenix Affiliates harmless and blameless in all matters concerning financial records and/or verbal opinions so furnished.

Agreed to and accepted this _____ day of _____, 20____.

Name: _____

Signature: _____

Address: _____ City _____ State _____ Zip _____

Phone: (home) _____ (work) _____ (cell) _____

Fax: _____ Email: _____

BUYER DISCLOSURE ACKNOWLEDGEMENT

Initial acknowledgement of prospective buyer: _____
(Print name)

Agency Disclosure

The buyer acknowledges that Equity Business Brokers is acting as agent of the seller and all fees due Phoenix Affiliates 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 and Seller of honest dealing and disclosure. Initial: _____

Counsel Disclosure

Buyers 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 Phoenix Affiliates. Initial: _____

Information Disclosure

Buyer acknowledges that all information and material on each business opportunity provided by Phoenix Affiliates has been provided to Phoenix Affiliates by the seller of the business. 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. Phoenix Affiliates makes no representation or warranties, expressed or implied, regarding the information provided to Buyer. The person(s) agrees to hold Phoenix Affiliates harmless and blameless in all matters and financial records and/or verbal opinions so furnished. Initial: _____

Risk Disclosure

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, a buyer could incur a loss, including, but not limited to, their entire investment. Buyer acknowledges that they understand these risks and that Phoenix Affiliates cannot and does not in any way warrant or guarantee the future vitality or prospects of any business. Initial: _____

Financial Disclosure

Buyer acknowledges that they may be required to provide a Financial Disclosure if deemed appropriate by Phoenix Affiliates to qualify the Buyer for the purchase of the business. Buyer warrants that they have the financial capacity and/or can secure the financing, if appropriate for the purchase of the business. Initial: _____

Buyer Acknowledgement

Buyer acknowledges that the undersigned buyer(s) has been advised that Phoenix Affiliates is an agent for the seller(s) in this transaction. I agree that should I buy, lease or come into possession of or management of, the Business during the listing term or within three (3) years from the date below, I will protect Equity Business Broker's right to the full commission fee under Phoenix Affiliates' agreement with the seller(s). I understand that if I interfere in any way with Phoenix Affiliates' contractual right to fees from the seller(s), I will be personally liable for payment of the Phoenix Affiliates' commission, which will be computed, based upon the listing price of the business (es). It is agreed, however, that if I make the purchase through Phoenix Affiliates, I am not liable for a fee. Initial: _____

By signing below the prospective Buyer acknowledges that they have read and understood the six disclosures (Agency, Counsel, Information, Risk, Financial and Buyer Acknowledgements) stated above.

Prospective Buyer: _____ Date: _____

(Signature)

Address: _____ City _____ State _____ Zip _____