

AEGIS INVESTMENT GROUP, LLC

THIS IS A LEGALLY BINDING AGREEMENT, PLEASE READ CAREFULLY BEFORE SIGNING.

* This information must be kept confidential *

Non-Disclosure and Confidentiality Agreement

INFORMATION provided on any business offered for sale by Advisor is sensitive and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Advisor's fiduciary relationship with the Seller.

AGREEMENT

The undersigned prospective purchaser (herein referred to as "Buyer"), in consideration for the Principals, Associates, Agents, Clients or Employees of Aegis Investment Group (hereinafter referred to as "Advisor") for providing Buyer with information on any business offered for sale through Advisor, hereby understands and agrees that:

1. The term "Information" shall include the fact that the business is for sale and other confidential data. The term Information does not include any information, which is or becomes generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Advisor without retaining any copies, summaries, analysis, or extracts thereof.
2. Buyer will not disclose any Information regarding these businesses to any other party, except to those directly involved in the sale or to those who will provide Buyer with professional, legal or financial advice on the sale, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Advisor, or if Buyer interferes with the Advisor's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Advisor's commission as outlined on the listing agreement for that business.
3. All negotiations concerning any business shown will be handled exclusively through Advisor. No contact with the Seller, Employees, Suppliers, Customers, Franchise or, or Landlord, etc. is permitted without direct authorization of the Advisor.
4. Buyer will not use, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for Buyer's own benefit or any third party, and all information received will be used only for the purpose of investment and purchase of the businesses shown.
5. All information is provided by Seller and is not verified in any way by Advisor. Advisor is relying on Seller for the accuracy and completeness of said Information. Advisor has no knowledge of the accuracy of said Information and makes no warrant, expresses or implied, as to such Information. Advisor may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Advisor as to its accuracy or completeness. Buyer agrees to indemnify and hold Advisor harmless from any claims or damages resulting from its use.
6. Prior to finalizing an agreement to purchase or invest in a business, it is Buyer's responsibility to perform due diligence and make an independent verification of all Information. Buyer will only look to the seller and Buyer's own investigation for all information regarding any business offered by the Advisor.
7. Should Advisor or Seller deem it necessary, Buyer grants the right to obtain a credit report through standard reporting agencies. If requested, Buyer also agrees to provide a resume and financial statement. Buyer understands that this information will be held in confidence and will only be used for the purpose of Seller extending credit to the Buyer.

8. Buyer represents and warrants to have the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement. This Agreement, if signed by an individual on behalf of a company, shall be binding on both the company and the individual or individuals so signing.
9. Buyer understands that a violation of this Agreement could subject Buyer to legal action by Advisor and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Advisor named herein is joined in any litigation arising out of this agreement. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Florida without regard to the doctrine of conflicts of law. Any claim or controversies (of whatever kind or nature, including issues of fraud, misrepresentation, rescission, revocation, disclosure, or circumvention) parties hereby agree to submit to arbitration according to the Commercial rules of the American Arbitration Association, and affirmatively waive any defenses as to jurisdiction or venue. This arbitration clause shall survive the termination of this Agreement
10. This will acknowledge that on this date I have received or will receive from Advisor certain pertinent and confidential information relating to the sale of the following businesses and/or properties.
11. It is agreed that in consideration of confidential information given to me by Advisor as to the particular mentioned herein and entrusted to me as a perspective buyer, I agree not to divulge the said Information to any third party, except those listed in section 2. I further agree not to conclude any sale or give a deposit and/or take possession of the business and/or property, directly or indirectly, without first informing and making provision for the full payment of commissions to Advisor. I shall be liable to Advisor for the full payment of commission jointly and severally with the Seller.

Business Listing Header

Business Listing Number

Ad#:

Advisor is considered the Agency first disclosing details of the above business(es) to the undersigned.

12. This document and any appendices hereto contains the entire Agreement between the parties and supersedes any previous understandings, commitments or agreements, whether oral or written, pertaining to the subject matter of this Agreement.
13. Buyer understands and agrees to all terms of this Agreement and acknowledges a signed, faxed or scanned copy of this Agreement may be accepted as original.
14. This Agreement will expire two years from the date below.

The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges reading and understanding this 3 page Agreement.

Buyer

Please PRINT Name : _____

Signature: _____ Date: _____

Company Name (If Applicable):

Address:

City:

State:

Zip Code:

Email Address:

Telephone Number:

Advisor

Aegis Investment Group LLC

Officer: _____

Signature: _____ Date: _____

Listing Agent/ Referring Agent

**Aegis Investment Group LLC
949-793-2999**