

Buyer Non-Disclosure & Confidentiality Agreement

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their business. The Information that you provide will also be kept confidential.

This is an interactive document. You can complete filling this out on your computer, save it as in your documents, then go back to your documents and email this form back to us after you have completed filling out this form.

The information that is provided to any potential buyer on any business offered for sale is sensitive, and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Broker's fiduciary relationship with the Seller.

In connection with the buyer's evaluation of a potential acquisition of the business listed by MBA Business Brokerage, Inc. a.k.a. MBABB.

Please print the name or type of business that you are inquiring about on this line below:

Type of Business: _____

The undersigned _____ ("the Buyer") agrees as follows:

- 1.** All information will be kept confidential and will not, without the Seller's prior written consent, be disclosed by the Buyer or our anyone representing the Buyer and will not be used by the Buyer or their representatives, directly or indirectly, for any purpose other than evaluating the acquisition of the Business. The information provided by MBABB on behalf of the Selling Company is either nonpublic, confidential or proprietary in nature, and may include written information, information transferred orally, visually, electronically or by any other means. Moreover, MBABB will transmit the Information only to those Representatives of Buyer who need to know the information for the purposes of evaluating the acquisition of said Business. Buyer will be responsible for any breach of this Agreement by Buyer's Representatives and Buyer agrees, at Buyer's sole expense, to take all reasonable measures to restrain Buyer's Representatives from unauthorized disclosure or use of the information.
- 2.** Without the Seller's prior written consent, the Buyer and or their representatives are prohibited from disclosing to any other person the Information that has been made available to the Buyer, or that discussions are taking place concerning any possible acquisition of the Business or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, the Buyer shall not, directly or indirectly, solicit, contact, or engage any employee or contractor of the business to terminate their relationship with the Seller, or otherwise interfere with employment or engagement with the Seller, unless they have written permission by the Seller. The term "person" as used in this document shall be interpreted to include, without limitation, any corporation, company, group, partnership or individual that the Buyer has involvement with. In addition to the prohibition against using trade secrets of the Seller, Buyer will not utilize any information provided to him that could in any way damage the Seller or for any purpose other than evaluating the possible Purchase of the business. The foregoing prohibition against utilizing Information shall continue in perpetuity.
- 3.** If, for any reason, the Buyer elects not to proceed with an acquisition of the Business, the Buyer shall return to MBABB all written Information and all copies thereof within seven (7) calendar days of Buyer's election.
- 4.** Buyer acknowledges that MBABB makes no representation or warranty as to the accuracy or completeness of the Information. Buyer agrees that MBABB and its agents shall not have any liability to the

Buyer as a result of the use of the Information that was provided to Buyer. Prior to finalizing an agreement to purchase or invest in a business, it is the Buyer's responsibility to perform their due diligence and make an independent verification of all information. Buyer to consider only information provided by the Seller and his own thorough investigation of all information in determining whether to purchase any business offered by MBABB. The Buyer will personally inspect the business to determine whether Buyer has the ability to conduct said business.

5. In the event that Buyer or anyone to whom Buyer transmits the Information pursuant to this Agreement, become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to discuss any of the Information, Buyer will provide MBABB and/or the Business that is being investigated with prompt written notice so that the Business may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement and Buyer will cooperate with the Seller in any effort undertaken to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or the Seller waives compliance with the provisions of this Agreement, Buyer will furnish only that portion of the Information which is legally required and will exercise Buyer's best effort to obtain reliable assurance that confidential treatment will be accorded the Information.

6. Buyer agrees that the Business shall be entitled to equitable relief, in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Buyer or Buyer's Representatives but shall be in addition to all other remedies available by law or equity.

7. It is further understood and agreed that no failure or delay by the Seller in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any further exercise of any rights, power or privilege hereunder.

8. In the event any court shall determine that any provision of this Agreement is invalid, such determination shall not affect the validity of any other provisions of this Agreement which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

9. The provisions relating to confidentiality in this Agreement shall terminate on the earlier of (a) the date any such acquisition is consummated by us of the Business, or (b) five years (5 years) from the date hereof. This agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed within Ohio.

10. As the potential purchaser of The Business that MBABB has presented to Buyer, Buyer acknowledges that Buyer was not aware of the existence of this business being for sale prior to disclosure of said business to the Buyer by MBABB. In the event that Buyer purchases the Business, you agree to put into the purchase and sale documents or the final transaction documents naming MBABB as the procuring cause to assure that MBABB's accomplishment fees are properly provided for and complied with at closing by the Seller. Buyer will not, for a period of five (5) years from the date hereof enter into any agreement for the Purchase of this Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to Purchase provides for commission to be paid to MBABB at the Closing, with the commission being defined as the amount agreed upon by MBABB and the Seller in the "Listing Agreement" or similar agreements signed by the parties.

It is the obligation of the signatory to disclose to MBABB and the Seller about any and all relatives or associates of the potential Buyer that are made aware of this business being available for sale. This provision is to prevent a Buyer from circumventing MBABB and having to pay the brokers fee during the duration of this agreement. This shall apply to the signatory as well as any relative or associates of the signatory, should they purchase the above business prior to the five (5) year expiration of this agreement.

If, at the time Buyer makes an offer to purchase the Business that has been disclosed to Buyer under this agreement, and if the Listing Agreement between MBABB and the Seller has expired, in the event that the

Seller does not agree to pay the commission that is due to MBABB as per the listing agreement, the Buyer agrees to pay said fee to MBABB, or refuse to consummate the final purchase of said Business. The Buyer will be liable for and pay the amount of the commission that is due MBABB upon the closing of the purchase. The Buyer will pay said commission upon demand without any obligation on the part of MBABB to first exhaust any legal remedies against Seller.

In the event that MBABB prevails upon any litigation to collect any sum due MBABB to enforce or interpret any provisions of this agreement, MBABB shall be entitled to recover from the other parties, MBABB's reasonable attorney's fees and court costs, including appeals, as determined by the Court of such action or suit.

11. By signing this Agreement, Buyer hereby acknowledges that it is relying solely on Buyer's own inspection of the Business and the representations of the Sellers. MBABB has not verified, and will not verify, the representations of the Sellers. Should any such representations be untrue, Buyer agrees to look solely to the Sellers for relief and to indemnify MBABB and hold MBABB harmless in connection with all losses or damages caused to Buyer thereby. In the event that the Buyer breaches this agreement, the Buyer agrees to pay all damages including attorney fees incurred by said breach to the SELLER or MBABB, whichever incurred said loss.

12. The Buyer is aware that, unless otherwise informed in writing, MBABB represents the Seller.

13. 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 for the benefit of any third party, and all information received will be used only for the purpose of investment or purchasing the Business that has been disclosed to the Buyer.

14. Buyer agrees to obtain a current credit report with a credit score and to provide a resume and current financial information prior to the broker or their agents presenting an offer to purchase the business to the Seller. These three items will be required by any bank that will finance the purchase of this business/real estate. The Buyer also agrees to provide the bank with three years of the Buyer's personal tax returns.

15. Buyer and MBABB intend that the Seller is an intended third-party beneficiary of the provisions set forth in Paragraphs 1, 2, 3, 5, 6, 7, 9, and 13 and that the Seller may enforce those provisions, if necessary, against the Buyer.

Agreed to and Accepted: BUYER:

Signature

Printed Name

Company Name

Phone

Address

City / State / Zip

E-mail Address