

Nondisclosure Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY BEFORE SIGNING.

This Nondisclosure Agreement is made this _____ day of _____, 20____ by and between AssetQuest, LLC and _____ (“Buyer”) with an address of _____.

Broker is engaged by client (hereinafter “Sellers”) to market and arrange an investment in or the sale of their business (hereinafter “Business” or “Businesses”). Broker is in possession of confidential information provided by Sellers. Buyer acknowledges the desire to receive from Broker such confidential information about Business(es) for sale for the sole purpose of evaluating the possible purchase of a business and/or real property offered for sale. In consideration of good and valuable service provided by Broker and useful and valuable information provided in good faith by Seller’s, Buyer agrees as follows:

1. **BUYER SHALL KEEP ALL INFORMATION CONFIDENTIAL.** Buyer acknowledges that all information disclosed by Broker or Sellers regarding Business(es) for sale is highly sensitive, privileged and confidential (hereinafter “Confidential Information”). Confidential Information shall include, without limitation, all written or orally disclosed information, all market data and independent research conducted by Buyer, all personal information with respect to Sellers, Seller’s employees, immediate family and the persons associated with the Business(es), the fact that a Business is for sale; financial performance data; operational details; proprietary product or service information, the identity of supplies, customers, employees and landlords; and any other disclosed information not generally known to the public. Any Confidential Information disclosed to others by Buyer may be damaging to the Business(es) and Sellers. Buyer agrees not to disclose Confidential Information to anyone other than Buyer’s close professional advisors who shall also agree to be bound by the same confidentiality. Buyer agrees not to make copies of Confidential Information without prior consent of the Broker or Seller and that all Confidential Information must be returned to Broker in the event that Buyer decides not to pursue the purchase of the Business.

2. **BUYER SHALL DIRECT ALL CONTACT THROUGH BROKER.** Neither Buyer nor Buyer’s agents will contact the Sellers directly or the Seller’s landlord(s), property manager(s), employees, suppliers, or customers except through Broker or with Broker’s prior *written* consent. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of a Business presented by Broker must be conducted exclusively through Broker.

3. **BUYER SHALL USE INFORMATION FOR EVALUATION PURPOSES ONLY.** Buyer acknowledges and confirms that his/her intent is solely to evaluate Business(es) for a possible purchase and not for purposes of gaining information to compete with a Business or to disclose information to competitors of a Business, IRS, or any other governmental or taxing agency. Buyer agrees not to use any of the Confidential Information for personal financial gain.

4. **BUYER SHALL NOT CIRCUMVENT SELLERS AND/OR BROKER.** Buyer and/or its agents will not circumvent Sellers and/or Broker by contacting customers, employees, vendors or landlords of disclosed Business(es) or by obtaining property leases, or any other sensitive information about Business(es) using knowledge gained through Broker or Seller. Buyer and/or its agents will not circumvent Broker nor interfere with Sellers contractual obligations to Broker by entering into a transaction with Sellers which would reasonably be construed as a sale or transfer of interest, in whole or in part, in a business represented by Broker. The Buyer agrees that Buyer will indemnify Broker for any lost commission or fees and all associated costs (including reasonable attorney’s fees) arising from Buyer’s breach of this Section 4.

