

Blue Ribbon Business Brokers, LLC
400 North Broome Street, Suite 101
Waxhaw, North Carolina, NC 28173
Office: 704- - Fax: 704-831-5432

BUYER NONDISCLOSURE, CONFIDENTIALITY & INDEMNIFICATION
AGREEMENT

Our agreement with the Seller requires that we obtain a nondisclosure, confidentiality and indemnification agreement and evidence of financial ability before disclosing the name and location of Seller's business. This information will be kept confidential. In compliance with the above, please read and complete the following nondisclosure, confidentiality and indemnification agreement.

The undersigned prospective "Buyer(s)" hereby requests confidential information on businesses represented by Blue Ribbon Business Brokers, LLC, (hereinafter referred to as the "Broker"), both presently and from this time forward. Such confidential information (hereinafter referred to as the "Proprietary Information") shall encompass everything from the name of a business to all operational and financial data of a business. In connection with the possible acquisition by Buyer(s) of _____ (name of business) _____ (hereinafter referred to as the "Business" or "Seller"), Broker will be furnishing you Proprietary Information regarding the Business, including but not limited to the financial condition, operations, and prospects of the Business. In consideration of obtaining this Proprietary Information, Buyer(s) hereby agree as follows:

- 1) All the Proprietary Information furnished by Broker or the Seller to Buyer(s) will be confidential.
- 2) Any information furnished by Broker or the Seller to Buyer(s) shall be considered as Proprietary Information unless otherwise advised in writing by Broker or the Seller. Buyer(s) hereby acknowledge that information provided on businesses by Broker is sensitive and confidential and that its disclosure to others would be damaging to the businesses and to the Broker's fiduciary relationship with the Seller.
- 3) Unless Broker agrees otherwise in writing, Buyer(s) will not disclose or reveal any Proprietary Information for five years from the date hereof to any person(s) or entity/ies other than Buyer(s) employees or representatives who are directly participating in the evaluation of this Proprietary Information or for any purpose other than in connection with a proposed acquisition.
- 4) If Buyer(s) decide not to pursue the proposed acquisition, Buyer(s) will advise Broker of this fact and return to Broker all Proprietary Information furnished to Buyer(s) by Broker and/or the Seller, without keeping copies of it.
- 5) To conduct all further inquiry and correspondence regarding the disclosed business opportunity(s) exclusively through the office of Broker. At no time shall Buyer(s) contact the Seller, its employees, suppliers, customers, landlord or other parties associated with the Seller, or the Seller's legal or financial advisors, without the express written permission of Broker.
- 6) The sole purpose and use of the Proprietary Information by Buyer(s) is for legitimate purposes and exclusively for exploring the purchase of the businesses represented by Broker.
- 7) Unless otherwise agreed in writing by Broker and Buyer(s), the Seller shall pay the Broker's commission per separate agreement with Broker, who is acting as the Seller's agent. However, should the undersigned prospective Buyer(s) act directly, or indirectly, to circumvent the Broker's right to their commission, or should Buyer(s) not abide by the terms of this Agreement, it is hereby understood that Buyer may be held personally liable for Broker's commission and Broker's legal expenses in enforcing Broker's rights herein and shall indemnify and hold harmless Broker for any damages suffered by Broker as a result of Buyer(s) breach of the terms this Agreement.
- 8) Not to engage in employment, consultation, partnership, joint venture or other similar relationship with Seller without the Broker's express written permission and an agreement providing just compensation to, and approved, by Broker.
- 9) As consideration for Broker providing the Proprietary Information, Buyer(s) expressly releases, discharges, and holds harmless Broker from any and all responsibility and/or liability and agree to indemnify and hold the Broker harmless from any claims or damages resulting from its use or in connection with the integrity of such Proprietary Information, or for any action Buyer(s) may take with regard to any business. Although Buyer(s) understand that Broker and the Seller have included in this Proprietary Information, certain information which Broker and the Seller

consider to be relevant for the purpose of Buyer(s) investigation, all information is provided by the seller and is not verified in any way by Broker and Broker is relying on the Seller for the accuracy and completeness of said information, has no knowledge of the accuracy of said information, and makes no warranty, express or implied, as to its accuracy or completeness. Buyer(s) accepts sole and final responsibility for the evaluation of all Proprietary Information and materials, including, but not limited to, description of and /or valuation of physical or other assets, or the price of the Business, whether furnished by Broker, Seller or Seller's representatives. Buyer further accepts sole and final responsibility for any price offers made by Buyer. Further, Buyer acknowledges that Buyer is solely responsible to perform a due diligence, at his or her own cost and expense, prior to consummating any acquisition.

- 10) The performance and construction of this Agreement shall be in Union County, North Carolina and shall be governed by the laws of the State of North Carolina. No other claims may ever be filed in any other jurisdiction.
- 11) This Agreement shall be binding upon Buyer(s), Buyer's heirs, executors, assigns, administrators, and representatives.
- 12) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under Commercial Arbitration Rules.
- 13) Seller is a third party beneficiary coupled with an interest with respect to this agreement.
- 14) **Buyer(s) hereby acknowledge that Broker represents the Seller.** When Buyer(s) contact Broker regarding any of Broker's listings, Broker will treat you honestly and with integrity, and deal with you in good faith, but you need to recognize that Blue Ribbon as Broker is the Seller's representative.
- 15) Approval of this Agreement will allow Broker to provide Buyer(s) with Proprietary Information on businesses Broker is working with Buyer(s) on now and new ones in the future and Buyer(s) hereby agree that the terms and conditions and of this Agreement shall continue to be in effect as to any new businesses Broker is working with Buyer(s) on in the future.
- 16) Buyer(s) grant to the Broker and/or Seller the right to obtain, through standard reporting agencies, financial and credit information concerning Buyer(s); with the understanding that this information will be held confidential by the Broker and Seller.

If Buyer(s) are in agreement, please complete this form and indicate your acceptance.

Please also be sure to complete the attached questionnaire so we can adequately enter match search parameters into our database.

(SIGNATURES ON FOLLOWING PAGE)

Buyer's Name(s) Please print:

Address:

Phone #'s H) _____ W) _____ Fax) _____ Cell) _____

Buyer's Email: _____

If inquiring about a specific business, provide description:

Misc. Notes, Types of Interests & Background:

Buyer's Resume Attached: Yes ___ No ___

Buyer's Financial Statement Attached: (Must be provided)

The undersigned hereby agrees to all terms set forth in this agreement. Facsimile copy of this Agreement will be deemed an original.

BLUE RIBBON REPRESENTS THE SELLER AND IS SOLEY THE SELLER'S AGENT

Indicate name of Buyer(s) and if a Corp. or LLC the name of the company and the capacity of the person signing

Buyer's Signature(s)

Date

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

DISCLAIMER – All Proprietary Information and materials provided by Blue Ribbon to prospective Buyer(s) was initially provided by our client, the Seller. Our client states the Proprietary Information is true and accurate. However, accuracy is not guaranteed and all Proprietary Information should not be considered complete. While statements by the Broker may be presented concerning a matter of opinion, whether or not so identified, they are only statements of opinion and should not be construed to be fact. **BLUE RIBBON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED AS TO ANY PROPRIETARY INFORMATION PROVIDED OR OTHER MATTERS.** All Proprietary Information provided is for confidential use and is used solely for the purpose of evaluating the Business as a potential purchaser. Buyer understands that Broker will not provide any legal, accounting or tax advice to Buyer.