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NON-DISCLOSURE AGREEMENT

PLEASE SIGN AND RETURN TO: Shary Thur
via email: sthur@thurassociates.com

We appreciate your interest in the potential purchase of: **Entity to be provided.**

The Owner of **Entity to be provided** through Thur & Associates as its agent and representative, has advised Thur & Associates that it may offer its interest in the business for sale (herein after "Business"). Thur & Associates has certain information ("Confidential Information" or Information Materials") concerning the Business. The Confidential Information is intended solely for the Clients, as identified below, limited use in considering whether to pursue negotiations to acquire the Owners interest in the business. This is not an agreement to sell the owners interest in the business, nor an offer for sale. No agreement binding upon the Owner, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner enters into a formal binding agreement of sale. **The Undersigned hereby acknowledges all information provided by Owner is for the presentation solely to the Client registered in connection with the possible acquisition of the business.**

Participating Broker and/or Potential Purchaser will not disclose the Business Information to any person who has not executed this Agreement unless Listing Broker has approved in writing such disclosure, provided, however, that the Business Information may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties), for the purpose of evaluating the potential purchase of the Business. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Business Information and must agree to keep all Business Information strictly confidential in accordance with this Agreement. The Potential Purchaser shall be responsible for any violation of this provision by the Related Parties.

Participating Broker and/or Potential Purchaser understands and acknowledges that Listing Broker and the Owner(s) do not make any representation or warranty as to the accuracy or completeness of the Business Information and that the information used in the preparation of the Business Information was furnished to Listing Broker by others and has not been independently verified by Listing Broker and is not guaranteed as to completeness or accuracy. Potential Purchaser agrees that neither Listing Broker nor the Owner(s) shall have any liability for any reason to the Potential Purchaser or Related Parties resulting from the use of the Business Information.

Your Participating Broker further agrees that:

Listing Broker is **not** offering a sub-agency relationship and request that Participating Broker act as either transaction Broker/Agent or represents the Potential Purchaser. Please do not hold yourself out to the agent of the Owner(s) or sub-agent of Listing Broker. The Participating Broker represents and covenants that it is currently, at the time of the consummation of any sale of the Business to the Potential Purchaser, a duly _____ licensed real estate broker. They will submit our Business information in its entirety, without modification. They are not authorized to advertise the Business, make blanket mailings or electronic transmissions without prior written permission from us. Participating Broker agrees to send all communication, including, but not limited to Letters of Intent, Purchase and Sale Contracts and Counteroffers directly to Listing Broker and not the Owner(s). Listing Broker shall prepare all press releases concerning the Business sale and shall include the Participating Broker with their approval.

Participating Broker and/or Potential Purchaser hereby indemnifies and holds harmless Listing Broker and the Owner(s) and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Business to the Potential Purchaser.

The Confidential Information and Informational Materials contain brief, selected information pertaining to the business and affairs of the Owner. Further, Informational Materials do not purport to be all inclusive or to contain all the information which a prospective purchaser may desire. Neither the Owner nor Thur & Associates make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Informational Materials, and no legal liability is assumed or to be implied with respect thereto.



By executing this Confidentiality Agreement, the undersigned Broker and the Client agree that the Information provided is confidential, that it will be held and treated in the strictest of confidence, and that the undersigned will insure that the Information will not be disclosed or permit to anyone else to disclose the Information to any person, firm, or entity without prior written authorization of the Owner through its agent, Thur & Associates, except that the Information may be disclosed to partners of, employees of, legal counsel of, and lenders to the undersigned, or pursuant to court order. Further, the undersigned acknowledges that no portion of the Informational Material will be photocopied, reprinted, released, or reprinted in any format for the benefit of any party, report, or presentation other than the Client as identified below.

The Owner expressly reserves the right, in its sole discretion, to reject any or all proposals or expressions of interest in the Business and to terminate discussions with any party at any time, with or without notice. If you do not wish to pursue acquisitions negotiations, the undersigned agrees to return the Informational Materials to Thur & Associates.

The undersigned Broker acknowledges and agrees that said Broker will officially register each client, and thus the Client as identified below, with Thur & Associates before the Client is presented with any Informational Materials on each and every business the Owner and/or Thur & Associates offers for sale.

PARTICIPATING BROKER REGISTRATION (PLEASE PRINT LEGALLY)

ACCEPTED AND AGREED TO THIS: DATE:

Name (Printed):

Title:

Company:

Address:

Phone: Fax:

Email: s

Signature:

POTENTIAL PURCHASER REGISTRATION (PLEASE PRINT LEGALLY)

ACCEPTED AND AGREED TO THIS: DATE:

Name (Printed):

Company:

Address:

Phone: Fax:

Email:

Signature: