



NON-DISCLOSURE AGREEMENT

Sellers require that Long Realty Business Brokerage (hereinafter referred to as "Broker") obtain a Non-Disclosure Agreement and evidence of financial ability before disclosing the name, location and other pertinent information about their business for sale (hereinafter referred to as "Business"). Information provided must be kept confidential.

In consideration of Broker providing the information on the Business, the undersigned individual(s) partnerships, corporations or other entities whom are affiliated with and represent (hereinafter referred to as "Prospective Buyer"), understand and agree:

- 1. That any information provided on any Business is sensitive and confidential. Disclosure of information to others may be damaging to the Business and their owners and that the information is for the purpose of the purchase of a Business and not to gain information for any competitive advantage that is detrimental to the Business. Prospective Buyer agrees that all copies of materials and data provided shall be confidential and shall be returned to the Broker or Seller if Prospective Buyer decides not to pursue the purchase of the Business.
2. Not to disclose any information regarding Business to any other person including any business broker or financial intermediary, unless they are agents whose knowledge of the information is required for me/us to evaluate a potential acquisition and who shall assume the same obligations as I/we under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such agents to the terms of this agreement. The undersigned further agrees that it will not interfere with any business of a selling business through the use of any information or knowledge acquired under this agreement nor use any such information for its own account.
3. Not to contact the Business owners, landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any Business presented by Broker will be conducted exclusively through Broker.
4. Not to circumvent or interfere with Broker's contract with the Seller in any way. Prospective Buyer understands that if Prospective Buyer interferes with Broker's contractual right to its fee from Seller, Prospective Buyer may be personally liable to Broker for payment of the Seller's fee. Prospective Buyer further agrees that should Prospective Buyer become a manager, employee, consultant or otherwise connected with any Business shown or offered to Prospective Buyer for sale, a fee will be due to Broker.
5. That information regarding the Business for sale has been provided by the Seller, and/or other Seller sources, and is for information purposes only. It is not verified for accuracy by Broker and may not be complete or provide all the data necessary for Prospective Buyer to accurately evaluate the condition of the Business. Prospective Buyer is advised to seek legal and financial counsel to verify all data. Prospective Buyer understands that purchasing any business represents an investment risk and that Prospective Buyer shall make an independent verification of said information prior to finalizing an agreement to purchase any business. Prospective Buyer agrees to indemnify and hold Broker harmless from any claims or damages that may occur by reason of the inaccuracy or incompleteness of any information provided to Prospective Buyer with respect to any Business Prospective Buyer might purchase.
6. The undersigned acknowledges the responsibility to perform a due diligence review at his/her own cost and expense prior to an acquisition.
7. That by signing below Prospective Buyer represents that Prospective Buyer is not affiliated with or representing any government, administrative or investigative agency and that any information obtained through Broker shall not be used to the detriment of the Broker, Business and/or properties presented by Broker.
8. That should Prospective Buyer enter into an agreement to purchase a Business, Prospective Buyer may be required to provide personal and/or business financial statements, resume, and credit report from a professional credit reporting agency.
9. Prospective Buyer acknowledges that the Broker is an agent of the Seller and may with the permission of all parties by separate agreements act in a limited dual agent capacity.
10. Prospective Buyer understands and agrees that this agreement is legally binding upon Prospective Buyer and understands his/her obligation to obtain a Non-Disclosure Agreement from all advisors involved in the analysis and evaluation of disclosed information. Prospective Buyer further understands and agrees that the Seller and/or Broker have the right to seek any and all lawful remedies to enforce the terms of this agreement. By signing this Agreement, Prospective Buyer acknowledges reading, understanding and receiving a copy of the terms, conditions and disclosures contained herein.

Accepted this _____ day of _____ 2019.

X _____ Prospective Buyer Signature _____ Print Name _____ Date

X _____ Prospective Buyer Signature _____ Print Name _____ Date

Address _____ City _____ State _____ Zip Code _____

Phone (_____) _____ Fax (_____) _____ E-Mail _____

For Long Realty Business Brokerage:

_____ Designated Broker _____ Date