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DAN GIBSON, CBI  
BUSINESS INTERMEDIARY  
ADVISORY | BROKER

## CONFIDENTIALITY & NONDISCLOSURE AGREEMENT

**Client # 44617**

*This Confidentiality Agreement will confirm our mutual understanding in connection with Exit Equity LLC (EEQ), providing the undersigned with "information" regarding the company designated by the client number above (Company).*

1. "Information" means all the oral, written or electronically transmitted data, reports, records, or materials obtained from EEQ or the Company, including the name, address and type of business of the Company, the knowledge that the Company may be considering a sale, or even the fact that any information has been provided. Information shall not include, and all obligations as to non disclosure by the undersigned shall cease to any part of such information, to the extent that such information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. Information furnished is solely in connection with your consideration of the acquisition of the Company and shall be treated as "secret" and "confidential." No portion of such information shall be disclosed to others except those of your agents whose knowledge of the information is required for you to evaluate the Company as a potential acquisition, and who shall assume the same obligations that you have assumed under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such agents to the terms of this Agreement.
3. The undersigned further agrees that it will neither interfere with any business of the Company using any information or knowledge obtained under this Agreement, nor use any such information for its own account. In addition, the undersigned agrees not to circumvent this relationship with EEQ; to direct all contact with Seller through EEQ; and to refrain from any contact with Seller's employees, suppliers, advisors, or customers without the express written approval of Seller.
4. It is understood that the Company is the intended party and beneficiary whose rights are protected. Further, it may enforce the terms of this Agreement, as if it were a party to the Agreement.
5. All information shall be returned or destroyed promptly at the request of EEQ or the Company.
6. It is expressly understood that, (a) no representations or warranties are made as to the completeness or accuracy of the information provided, and (b) any and all representations and warranties shall be made solely by the Company in a signed acquisition agreement or purchase contract, and then be subject to the provisions thereof.
7. The undersigned acknowledges the responsibility to perform a due diligence review to its own satisfaction and at its own expense before any acquisition.

Name: \_\_\_\_\_ Buyer # \_\_\_\_\_ Company: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal or Authorized Representative) For Exit Equity LLC

**Scan/ e-mail to -- dgibson@exitequity.com**  
**Fax: 425 451-7731 -- Attn: Dan Gibson**

Certified Business Intermediary and Member of

