



NON-DISCLOSURE AGREEMENT AND CONFIDENTIALITY AGREEMENT

SUNBELT[®]
BUSINESS
BROKERS

The undersigned hereby requests Confidential Information, currently and from this time forward, on the businesses and property (Business) represented by Business Brokers South, Inc. (Sunbelt) as a **TRANSACTION BROKER**. I/We hereby acknowledge that Sunbelt first provided such information to me. In consideration of Sunbelt having provided such information, I/We hereby agree, for a period of two (2) years from this date:

1. Not to divulge knowledge of the disclosed Business being for sale, nor provide any information to others, except those specifically involved in the transaction itself, and to secure professional advice and counsel. I/We further agree that if others are to be involved in this decision making process, these parties will be identified to Sunbelt and I/We accept full responsibility for informing these parties as to the requirements of confidentiality and this Agreement. I/We further agree to hold and maintain the Confidential Information in strict confidence and shall use such Confidential information only for the purpose of assisting in the assessment, determination, investigation and or negotiation of terms mutually agreeable for the acquisition of the Business, and
2. To conduct ALL further dealings, negotiations or inquiries into the Business listed below exclusively through this office of Sunbelt, and will pledge complete confidentiality and I/We will not, in any context as related to the Business(es) being shown, contact or solicit the Business owners (Seller), employees, agents, customers, clients, competitors, vendors, suppliers or landlord, except through Sunbelt, and
3. I/We further acknowledge and agree that the Business Information is sensitive, unique and valuable and that disclosure or use of any Business Information in breach of this Agreement will result in irreparable injury for which monetary damages alone would not be an adequate remedy. Therefore I/We agree that in the event of a breach or threatened breach of confidentiality, Business shall be entitled to specific performance, injunctive or other equitable relief, including, but not limited to, reasonable attorney's fees. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages, and
4. Not to circumvent or interfere with Sunbelt's rights and contract with the Seller in any way. All financial and business records and Confidential Information disclosed under this Agreement shall remain the exclusive property of the Business, and
5. That should I/We express interest in a Business and/or enter into an agreement to purchase a business shown by Sunbelt, I/We will provide a personal and business financial statement and resume or history upon request by Sunbelt or the Seller.

I/We further acknowledge and accept that Sunbelt is acting as a **TRANSACTION BROKER**. A Transaction Broker is an intermediary, facilitating a brokerage transaction between a Buyer and Seller without representing either party as an Agent. A Transaction Broker shall not represent the interest of one party to the exclusion or detriment of the interest of the other party. A Transaction Broker is required to treat the Buyer and Seller with honesty and fairness, and shall disclose all known facts materially affecting the transaction.

I/We further acknowledge and accept that all information and materials provided are supplied by the Seller, and are not verified in any way by Sunbelt. The Seller believes the information to be true; however accuracy is not guaranteed and all such information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only expressions of opinion. Sunbelt makes no representations or warranties, expressed or implied, regarding the information provided you. Sunbelt is qualified to advise about the nature of a business. If legal, employment, licensing, accounting or tax advice is desired, consult with the appropriate professionals.

I/We further acknowledge that all fees due Sunbelt are, and will be, the responsibility of the Seller unless, I/We circumvent or interfere with Sunbelt's contract with the Seller in any way at which time, I/We assume Seller's obligation for fees due Sunbelt.

I/We further acknowledge and accept that the Seller, at Seller's sole discretion, may instruct Sunbelt to withhold any or all information from the undersigned for any reason.

I/We further acknowledge and accept that Sunbelt, and/or the Seller and its owners shall have a right of action directly against "us" for any and all remedies provided by law in event of breach of our agreed upon obligations under items 1, 2, 3, 4 or 5 above. This Non-Disclosure Agreement is Mutual and Sunbelt agrees to continue the confidentiality of the undersigned.

Business(es) Shown:
to the undersigned.

plus any other business(es) shown by Lanier Chew or Sunbelt

X		
Print or Type Your Name(s) Above	Street Address (Above)	Phone (Above)
X	X	
Email Address(s) (Above)	City, State, Zip (Above)	Fax (Above)

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AN EXACT COPY OF THIS CONFIDENTIALITY AGREEMENT AND THAT I/WE HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND IT ACCEPT ITS TERMS. I/WE FURTHER ACKNOWLEDGE THAT A FACSIMILE OR ELECTRONIC COPY OF THIS DOCUMENT AND ANY TYPED SIGNATURES SHALL BE CONSIDERED FOR ALL PURPOSES AND INTENT AS LEGAL AND FULLY BINDING AS IF SIGNED BY HAND.

X	X
Your Signature, Above. (If typed you agree that it is legal and binding)	Date

Please fax or email this agreement to
David Chew:
Fax: (251) 626-4849
Email: david@sunbeltbroker.com

Business Brokers South, Inc. d/b/a Sunbelt