

Return to [Adriana.Crisp@Drivenbrands.com](mailto:Adriana.Crisp@Drivenbrands.com) or fax to 1.888.356.8192

## NON-DISCLOSURE AGREEMENT

In consideration for providing the information and location of the business, I/we understand and agree:

1. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.  
  
(b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.  
  
(c) Not to contact the business owners or their landlords, employees, suppliers or customers except through Adriana Crisp. Once the formal introduction is made between buyer and seller, all negotiations will be handled between buyer and seller, including, but not limited to requests for information.  
  
(d) Except as expressly authorized by Seller's prior written consent (which may be granted or withheld in Seller's sole, unfettered discretion), Recipient covenants and agrees under no circumstances to hire or otherwise engage in any manner (either directly or indirectly, including, without limitation, through a staffing firm, employment agency or subcontractor as a consultant or independent contractor) any of the Store's employees, independent contractors/consultants, and/or agents during the term of this Agreement and/or during the 6 month period after signing this agreement.
2. That except for the Disclosure Document, all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Adriana Crisp or the dealer. The dealer has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information prior to entering into an agreement to purchase any business. I/we agree that Adriana Crisp and/or the dealer is not responsible for the accuracy of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Adriana Crisp and/or the dealer and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.
3. Confidential Information Not Guaranteed or Warranted. The Confidential Information is made available to Recipient on an "as is" basis. THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION (IN WHOLE OR IN PART) PROVIDED PURSUANT TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. Governing Law/Forum. This Agreement and the relationship of the parties (and any and all claims, suits, causes of action, and demands of any nature whatsoever between the parties, whether sounding in contract, statute, tort, or otherwise arising out or in any way in connection with this Agreement or such relationship) shall be governed by, construed and enforced in accordance with the local/internal laws of the State of North Carolina, without regard to conflict of laws principles.
5. Remedies. This Agreement and the relationship of the parties (and any and all claims, suits, causes of action, and demands of any nature whatsoever between the parties, whether sounding in contract, statute, tort, or otherwise arising out or in any way in connection with this Agreement or such relationship) shall be governed by, construed and enforced in accordance with the local/internal laws of the State of North Carolina, without regard to conflict of laws principles. The parties agree that any disputes, claims, suits, or actions between them shall be brought in any court of competent jurisdiction, state or federal, sitting in the State of North Carolina.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone # with area code

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone # with area code