

Non-Disclosure Confidentiality Agreement

(Buying a business is a complex process)



Business Solutions Network and referred as (BSN) has an agreement with the Seller which requires BSN to obtain a "Non-Disclosure and Confidentiality Agreement" (NDA) before indentifying their business name and location, however before providing various financial information the Seller will require evidence of Prospects credit worthiness upon purchasing.

Prospect acknowledges that all dealings relating to business being indentified will be handled through BSN; all information provided will be held "strictly confidential" unless if information becomes public knowledge and will not be disclosed to any outside party except advisors directly or participating in the acquisition, agrees to use the information for evaluating the merit of the business and not for any other purpose whatsoever and noted information provided is sensitive, any disclosure to others would be damaging to the Sellers' and/or its business or BSNs fiduciary relationship.

Prospect agrees not to approach or contact the Seller or its principals or visit the business without an appointment arranged through BSN or approach Sellers' employees, officials, agents, customers, suppliers, or competitors without the express written consent of BSN.

In the event, Prospect decides to enter into a (letter of intent or purchase agreement), then Prospect agrees to provide Seller financial statement, personal, business history and authorize BSN or Seller or landlord to acquire a credit report through a recognized agency. BSN makes no representation or warranties as to the accuracy of the information or documents provided, for it's the property of the Seller or sources believed to be reliable. Any and all representations made by BSN or disclosures to the Prospect are those of the Seller and recognizes information provided ought to be independently verified and will not be used to the Sellers' or BSN detriment or liability.

In the event Prospect declines to pursue the business identified or the business disclosed is no longer available, the evaluation process is to be kept private for a two years and the return all financial documents without retaining copies.

BSN is an agent for "the Seller", not an agent for "the Prospect" and has a contract providing for compensation to be paid by the Seller upon sale, trade, lease, exchanged or transfer and recognizes that if Prospect buys, leases, or come into possession or control of the business or premises they agree to defend BSN's right to compensation, admitting BSN was the first agency to provide information as the procuring cause.

Prospect recognize the information disclosed is of unique, valuable in character that any unauthorized dissemination of this information probably will destroy or diminish the valued data provided in which it is impossible to calculate the extent or degree injury. Therefore, the Prospect identifies the Seller is entitled to injunctive relief preventing of the dissemination of such information in violation of the terms hereof. Such injunctive relief can include cost and expense of the legal remedies available whether at law or equity and shall be entitled to recover cost and expenses including reasonable attorneys' fees that incurred in obtaining any relief.

Prospect represents and warrants that they do not represent a third party, a competitor, nor an employee of a competitor and that the sole purpose of receiving information is to possibly affect a purchase, merger or acquisition that the Seller and BSN are relying upon representations in disclosing information to Prospect and further declare they are not employed by any federal or state government tax agency, including Internal Revenue Service which (*must indentify*).

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein and have received a copy of this Agreement.

Business Reference Number: 1) _____, 2) _____, or any requested businesses.

Prospects Financial Resources

Print Name: _____ DATE _____
Prospects Signature: _____ EMAIL _____
Address: _____ STATE _____ ZIP _____
Home # _____ Cell # _____ Facsimile # _____ Financing Required? Yes No
Cash on Hand \$ _____ Value of Security \$ _____ Equity in Real Estate \$ _____ Other Incomes \$ _____

Return to: **Business Solutions Network:** Cell (216)-870-3210; Facsimile (330)-278-2125; Email rick@bsnbuysell.com

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