

NEBBA-Plus/First Street NON-DISCLOSURE AND BUYER OBLIGATION

NEBBA-Plus Listing Number: _____ Description: _____ Asking Price: _____

Listing Broker:

Buyer's Broker:

The undersigned (the "Buyer") acknowledges that a broker affiliated with the NEBBA-Plus has a listing agreement with the owner(s) of the business described hereof (the "Listing Broker," "Seller," and "Business," respectively) and that ABC Company represents the Buyer as the Buyer's broker (the "Buyer's Broker").

In order to induce the Listing Broker and Seller to furnish information regarding the Business (the "Information") to the Buyer's Broker and Buyer for Buyer's evaluation and possible purchase of the Business and in consideration for the Listing Broker and Seller providing the Information, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer warrants, represents, covenants and agrees as follows:

1. The Buyer as used herein shall mean and include the undersigned, individually, and in the Buyer's capacity as an employee, partner, stockholder, officer, director, agent, adviser, consultant, manager, member or any other capacity whatsoever of an entity associated with the Buyer. The Information shall include all verbal and written data, reports, records, or materials obtained from the Listing Broker or the Seller, whether in hard copy or electronic format.
2. Buyer shall not disclose any of the Information to any party other than persons within Buyer's organization, or independent advisors, who have a need to know such Information for the purpose of evaluating the possible purchase of the Business and who have confidentiality obligations with Buyer at least as restrictive as those set forth herein. Buyer shall be liable for the compliance by any such other parties with all provisions of this Agreement. If Buyer decides not to pursue the proposed acquisition, Buyer will advise the Buyer's Broker of this fact and shall return to the Buyer's Broker all Information furnished to Buyer without keeping copies of it and destroy any and all Information presented to the Buyer in electronic format.
3. In addition to the Information, Buyer agrees to keep confidential that the Business is for sale, or listed for sale, or that any discussions are taking place concerning a possible sale of the Business. Buyer will not contact the Seller's employees, customers, suppliers, or agents, other than the Listing Broker, for any reason whatsoever without the prior consent of the Seller or Listing Broker.
4. The Information furnished, and to be furnished, is provided by Seller, or based on representations of the Seller, and the Listing Broker and Buyer's Broker have made no independent investigation of it. Buyer acknowledges and agrees that the physical or electronic delivery of any documents to the Buyer by Listing Broker or Buyer's Broker, which were produced or approved by Seller, shall not constitute an endorsement by the Listing Broker or Buyer's Broker of the genuineness, truth and correctness of the information contained therein. Buyer releases the Listing Broker and Buyer's Broker from any liability or responsibility in connection with the accuracy, completeness, or any other aspect of the Information provided. Buyer agrees that any warranties or representations of the Seller for the Information provided will only be made in writing in a Purchase and Sale Agreement in connection with the purchase of the Business. Buyer accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.
5. Buyer will present all offers for the business through the Buyer's Broker and conduct all negotiations on any proposed transaction through the Buyer's Broker. Buyer agrees not to take any actions that could interfere with or hinder the collection of the Listing Broker's or Buyer's Broker's fees in connection with this transaction.
6. Buyer represents that Buyer has sufficient resources to complete the purchase of the Business for the asking price and terms. Buyer agrees to provide, upon request by the Buyer's Broker, Listing Broker, or Seller, financial statements, credit reports, references, and other pertinent information evidencing such financial sufficiency.
7. Buyer will indemnify and hold harmless the Listing Broker, Buyer's Broker, and Seller from any and all claims or actions arising from Buyer's acts or failures to act in complying with this agreement, including reasonable attorney's fees and other expenses incurred. This Agreement shall be governed by the laws of the state of the principal place of business for the Business. If any part of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall be deemed to be valid and in full force and effect.
8. Buyer will not, for a period of two (2) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for a commission to be paid the Listing Broker, with the commission being defined as the amount agreed upon by Listing Broker and Seller in the any listing agreement or similar agreement between those parties. The

NEBBA-Plus NON-DISCLOSURE AND BUYER OBLIGATION AGREEMENT –

phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Listing Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Listing Broker and Seller.

9. Buyer acknowledges and agrees that the Listing Broker and Buyer's Broker are not providing any business, tax, accounting or legal advice. Buyer acknowledges that Buyer has been advised to consult with accountants, attorneys, and business advisors of Buyer's choice before signing this or any other document involving the Listing Broker or Buyer's Broker or Seller.

10. If any provision of this Non-Disclosure Agreement is held to be invalid, void or unenforceable, such provision shall be applied to the fullest extent permissible by law, and the remaining provisions of this Non-Disclosure Agreement shall remain in full force and effect.

Liquid Assets: \$ _____ Net Worth \$ _____ Credit Score: _____

Current or previous occupation: _____

How long have you been looking for a business: _____

Buyer's Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____

Home or Work Phone: _____

Email: _____

Signature of Buyer Requesting Information: _____ Date: _____

NEBBA-Plus Business Broker's Signature: _____ Date: _____