

## NON-DISCLOSURE AGREEMENT

### NextStep Business Opportunities

5540 Centerview Drive, Suite 200

Raleigh, NC 27606

Phone: (919) 372-9196 \* Fax: (919) 882-9480

Our agreement with our client, the “Seller,” requires that we obtain a non-disclosure agreement and substantiation of financial ability before disclosing the name and location of their business. This information will be kept confidential.

In consideration of the Broker, NextStep Business Opportunities (hereafter, Broker) providing me (us) with the information on a business they have for sale (“Business Purpose”), I (we), both individually and representing my (our) organization, understand and agree:

1. **Confidential Information.** For purposes of this Agreement, “Confidential Information” shall mean all strategic and development plans, financial statements, business plans, business records, customer lists, employee lists, market reports, and business manuals, policies, and procedures, and all other information which may be disclosed by Broker or to which I (we) may be provided access by Broker or others in accordance with this Agreement, or which is generated as a result of or in connection with the Business Purposes, which is not generally available to the public.
2. **Nondisclosure Obligations.** I (we) promise and agree to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, I (we) further promise and agree:
  - a. To protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure.
  - b. Not to use any of the Confidential Information except for the Business Purposes defined herein.
  - c. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Broker in accordance with this Confidentiality Agreement.
  - d. Not to use any Confidential Information to unfairly compete or obtain unfair advantage of Seller in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
  - e. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
  - f. To advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Seller, any of the Confidential



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appropriate. Such right of Broker and Seller shall be in addition to Remedies otherwise available to Broker and Seller at law or in equity.

9. **Successors and Assigns.** I (we) shall have no right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of Broker. This Agreement and my (our) obligations hereunder shall be binding on Representatives, permitted assigns, and successors of me (us) and shall inure to the benefit of Representatives, assigns and successors of Broker.
10. **Term and Termination.** That this Agreement shall remain in effect for a period of 3 years. If I, we do not purchase Seller's business, I, we shall promptly return to Broker all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied.
11. **Irreparable Harm.** That due to the nature of the Information, any breach of this Agreement would cause irreparable harm to Broker and Seller for which damages are not an adequate remedy and that Broker and Seller shall therefore be entitled to equitable relief in addition to all other remedies available at law.
12. **No Direct Contact.** Not to contact the respective business owner, employees, suppliers, customer, or their advisors except through their Broker, unless specifically agreed to by the Broker. All correspondence, inquiries, offers to purchase, letter of intent, and negotiations relating to the intended purchase or lease of any business presented by Broker to myself (ourselves) or affiliates I (we) represent will be conducted exclusively through the Broker.
13. **Verify Information.** That all information is provided by the Seller or other sources and is not verified by the Broker in any way. Broker is relying on Seller or such other sources for the accuracy of said information; has no knowledge of the accuracy of said information and makes no warranty, express or implied as to the accuracy of such information. I (we) shall make such independent verification of said information as I (we) deem necessary, prior to entering into an agreement to purchase said business. I (we) agree to indemnify and hold Broker and its agents harmless from any claims or damages resulting from any inaccuracy in Seller's information.
14. **Financial Information.** That should I (we) enter into an agreement to purchase a business offered for sale by Broker, I (we) grant to Seller the right to obtain financial and credit information concerning myself (ourselves) or our affiliates if so requested by the Seller. I (we) understand that this information will be held confidential by the Broker and the Seller and will be used for the Seller extending credit to me (us).
15. **Agent of Seller.** That the Broker nor its agents is not an agent for me (us) or our affiliate, but is an agent of the Seller and has a contract providing for a fee paid to Broker for the sale, trade, lease, or exchange of his business or property and I (we) agree not to circumvent the contract with the Seller in any way. I acknowledge said agreement and hereby pledge not to interfere in any manner with Broker's contractual

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relationship with the business owner(s) or Broker's right to collect commission from Seller. It is understood that I may become personally liable for interference.

- 16. **Third Party Beneficiary.** The Seller is an intended third party beneficiary of this agreement and has rights to all remedies available under law.
  
- 17. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.
  
- 18. **Governing Laws.** This Agreement shall be construed in all respects and take effect in accordance with the laws of the State of North Carolina.

I (we) have read this agreement carefully and fully understand the conditions herein.

Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and ZIP \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

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Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and ZIP \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

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Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and ZIP \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

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NextStep Business Opportunities \_\_\_\_\_ Date \_\_\_\_\_

Mark Brown