**­**

**PH: 224-535.8799**

**FAX: 224-766.3066**

**www.BuySellBrokers.Biz**

**217N McLean Blvd**

**Elgin, IL 60123**

**Suite 2E**

**NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT**

In connection with a possible acquisition with (Your name Printed below & signature) ­­­ or entity, Buy/Sell Business Brokers will furnish to you information regarding the business listed below, including its proprietary financials.

Business Inquiring about: (Listing description or Ad # ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**This agreement covers any other listings that**  **Buy/Sell introduces to you or your business partners for 12 months from this signed agreement. If you’re inquiring about more than one listing, Only One Nondisclosure agreement is necessary.**

 **In consideration of obtaining the Proprietary Information, I hereby agree as follows,**

1. All Proprietary Information furnished by Buy/Sell or the seller to me will be deemed confidential. The term ‘Proprietary Information’ does not include any information, which is, or becomes, generally available to the public or is already in your possession.
2. Unless Buy/Sell authorizes and agrees in writing, I will not disclose or reveal any Proprietary Information for Three (3) years from the date hereof to any persons or entities other than my employees, Partners, Investors, or agents actively and directly participating in the evaluation of the Information for any purpose other than in connection with the Proposed Transaction.
3. If I determine I do not wish to pursue the Proposed Transaction, I will promptly advise Buy/Sell of this fact and will return to Buy/Sell all of the Proprietary Information furnished without retaining copies, summaries or analyses thereof, and delete any and all records from my computer.
4. I understand Buy/Sell’s role in the sale and that Buy/Sell will provide Proprietary Information which I consider to be relevant for the purpose of investigation of the Proposed Transaction. Buy/Sell does not make any representation or warranty as to its accuracy or completeness.
5. **It is hereby agreed that I will not** contact or discuss anything with the business in question, its suppliers, vendors or employees. All contact is to be made through **Buy/Sell Business** **Brokers** to protect the seller and its employees as well as the establishment’s clients and/or customers. If this agreement is breached, the seller and Buy/Sell Brokers can litigate to cure all damages to the seller’s business.
6. I hereby state that I am not an employee of the business listed, an IRS Employee, Illinois Department of Revenue or any other state agency or an affiliate.
7. I understand that Buy/Sell Business Brokers can legally prosecute if I circumvent Buy/Sell and purchase or take an equity position in the above listed company, or any of Buy/Sell listings presented to me, for a one-year period from the date of this signed agreement.
8. I understand that if I am a licensed realtor representing myself or a 3rd party that I agree that the commission for a buyer’s Broker is 5% of the total Commissions paid at closing, less any expenses net. **NOTE**; Buyer must sign NDA as well.

**If you are in agreement with the foregoing, please complete this form and indicate your acceptance in the space below. Buy/Sell will not forward any information until this is signed and returned.**

Name, Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address; City, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Agreed to and Accepted on: (Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

  **Email to** **Tracy@buysellbrokers.biz**

 **3/29/23**