



## Confidentiality / Non-Disclosure Agreement

Fax To : 1-888-258-6224

Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address 1 \_\_\_\_\_ Cell \_\_\_\_\_  
Address 2 \_\_\_\_\_ Fax \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_  
BBOTC broker name \_\_\_\_\_ Listing #s of interest \_\_\_\_\_

This agreement is made and entered into between the undersigned individual, or on behalf of the undersigned business entity, its officers, directors, partners, shareholders, employees, agents and advisors, hereby known as ("Interested Party"), and Business Brokers of the Carolinas ("BBOTC"). Approval of this agreement will allow us to provide you with information on properties or businesses, known as ("Property"), where we have knowledge of owner's interest to sell, known as ("Seller").

### By signing this document, Interested Party agrees:

1. All proprietary information furnished, either written or oral, is confidential, to include any information which is not public knowledge and relates to the property or is proprietary to owner, and is supplied for the consideration of a potential purchase. The Interested Party agrees not to disclose in any form or manner, or communicate the name, address, or identity of any property, business, or company named or otherwise indicated by BBOTC.
2. Interested Party agrees not to divulge the nature of any negotiations with said business or company or any agent of the same for any property, with any party, including owner, operator, or employees of said company or business without the written consent of BBOTC, and hereby acknowledges BBOTC to be the only procuring cause in the event a purchase is consummated and not circumvent any arrangements between BBOTC and Seller.
3. BBOTC will collect and compile pertinent and proprietary financial information provided by Seller, on each of its business listings, which we consider to be relevant for the purpose of your investigation. The Interested Party acknowledges their responsibility to perform due diligence and verification of said information prior to consummating any acquisition, and agrees that BBOTC shall not be held liable for any misstatements or errors in the information provided.
4. Interested Party agrees that they shall use their best efforts to protect and safeguard the confidential information and to prevent the unauthorized, neglect, or inadvertent use thereof and shall promptly notify BBOTC of any breach or disclosure of the confidential information of which Interested Party has knowledge.
5. To promptly return or destroy all written confidential information and copies or reproductions thereof furnished to you, at the conclusion of discussions, or upon demand by BBOTC.

**Signed** \_\_\_\_\_

( Personal or Legal Digital Signature Required )

**Date** \_\_\_\_\_

Agreement remains in effect for 24 months from date