

## NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

It is a general principle of business brokerage that the disclosure of the fact that a particular business is for sale or any information about that business can do irreparable damage to that business and the Broker. For that reason the Business Brokerage at *Keller Williams Realty* needs to obtain a written Non-Disclosure & Non-Circumvention Agreement from all prospective Buyers prior to disclosing any specific information about the businesses it has listed for sale.

The undersigned prospective Buyer (Buyer), by signing this agreement, agrees as follows:

1. That any information provided by Broker on any business is confidential and will not be disclosed to any other person who has not also signed this or a similar agreement, except for Buyer's professional business advisors (accountants, attorneys, etc.) shall also be bound by this agreement. Information shall also include the fact that any business is for sale.
2. Not to contact the owner of any business disclosed to Buyer, or their landlords, employees, suppliers, competitors or customers, except through Broker.
3. To conduct all negotiations with regard to purchase of any disclosed business only through Broker, and not to circumvent, or attempt to circumvent Broker's contract with the Seller in any way.
4. That all information regarding businesses for sale is provided by the respective Sellers without verification in any way by Broker. Broker makes no warranty, express or implied, as to the accuracy of such information, and recommends that prospect make an independent verification of such information prior to closing on the purchase of any business. Buyer assumes full responsibility for his/her reliance on such information and expressly waives all rights of recourse, if any, against Broker. Buyer shall assume all responsibility for his/her own due diligence at Buyer's own expense.
5. That all information provided shall be used for the sole purpose of evaluating the acquisition decision and shall not, in any manner, be used for other purposes. Buyer shall promptly advise Broker when its investigations or negotiations are completed and will promptly return or destroy all information furnished, in whatever form, without retaining copies, summaries or extracts thereof.
6. To neither interfere nor compete with any of the businesses disclosed through the use of any information or knowledge acquired under this agreement nor any such information for Buyer's own benefit.
7. That Broker is acting as a Transaction-Broker and not as an agent for Buyer or Seller.
8. Buyer acknowledges that any breach of this Agreement, directly or indirectly, shall be deemed harmful to Seller and Broker and that the businesses disclosed to Buyer are also individually intended parties and beneficiaries whose rights are being protected by this Agreement & they may enforce the terms of this Agreement as if they were a party to this Agreement.

This agreement is made effective the date written below and is by and between *Keller Williams Realty* and the undersigned Buyer who acknowledges that he/she has read, understands and has received a copy of this agreement.

Buyer signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_