

**CONCORD VENTURES, INC.
NON-DISCLOSURE AGREEMENT**

Name(s) _____

Title(s) _____

Company Name _____ Phone _____

Company Website _____

Phone (Wk) _____ Mobile _____

Email _____ Fax _____

Address _____

City _____ State _____ Zip _____

In consideration of Concord Ventures, Inc. (CV) providing me with Proprietary Information regarding businesses it offers for sale on behalf of its sellers (clients), I understand and agree to the following:

1) **CONFIDENTIALITY.** Proprietary Information provided to me is sensitive and confidential. Disclosure to others would be damaging to the businesses and Concord Ventures' fiduciary relationship with the client. I agree:

- a) Not to disclose any Proprietary Information regarding these businesses for three (3) years from the date hereof to any other person who has not also signed and dated this agreement, except to secure the advice and recommendations of my advisors (accountants, attorneys, etc.), in which case I agree to obtain their written agreement to maintain such confidentiality. "Proprietary Information" shall include the fact that the business is for sale plus other data provided me to assist in the review of a particular business, but shall not include any information that is generally available to the public or is already in my possession. If I decide not purchase any business, I will promptly inform CV

of this fact and will deliver to CV all the Proprietary Information furnished to me without retaining copies, summaries, analysis, or extracts thereof.

b) Not to contact the business owners, their employees, suppliers, customers, lien holders or landlord for three (3) years from the date hereof except through CV. During this period all correspondence, meetings, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented by CV to me or companies/individuals I represent will be conducted exclusively through CV.

2) **AGENCY DISCLOSURE.** CV is not an agent for me, but is an agent of the client and has a contract providing for a fee to be paid by the client to CV upon the sale, trade, lease or exchange of client's business or property. I understand that CV, through its staff, will assist me in locating a business that I might have an interest in owning. I understand that, if I elect to do so, CV may enter into a separate agreement with me to provide independent consulting assistance in obtaining financing for the purchase of a business. However, I understand and agree that such assistance, incidental advice and statements made in connection with the process will not convert CV or any member of CV's staff into being my agent for any purpose.

3) **CIRCUMVENTION.** I agree not to circumvent or interfere with CV's contract with the client in any way. I agree that if I interfere in any way with CV's contract or right to its fee, I will be personally liable for the payment of such fee. I understand that should I acquire any of the businesses disclosed to me by CV or become connected with the businesses in any way, a fee shall be due CV from the seller. I understand that if I make the purchase or other arrangements through CV, then I will not be liable for the fee due CV. I agree to conduct all further inquiries into the business(s) exclusively through CV and not to contact Client directly unless provided this authority by CV.

4) **CLIENT'S INFORMATION.** Client has provided CV with information about the business. I understand that CV has not verified such information for accuracy and that the information provided to CV by the client may not be complete or may not provide me with all the information necessary for me to accurately evaluate the condition of such business. It will be up to me to determine what information requires proper evaluation regarding the business I am interested in purchasing. I understand that CV and its agents are not experts in the management and operation of the businesses that they offer for sale and that the information provided, whether oral or written, may not provide a complete and accurate picture of the operation of the business offered by CV. I agree to waive, release and/or hold harmless CV and its agents from any causes of action, claims, demands or damages against CV or its agents by reason of the inaccuracy or incompleteness of any information provided me with respect to any business I might purchase.

5) **PURCHASER'S INFORMATION.** If I should enter into an agreement to purchase a business CV offers for sale, I agree to provide a financial statement and a personal and business history. I understand that this information will be held confidential by client and CV and will only be used for the purpose of client extending credit to me.

6) **NON-PIRACY.** Business assets including, but in no event limited to computer data, documents, notes, papers, data, files or other work product together with all copies thereof which are related in any manner to the business activities are exclusively the property of the business and may be used solely for the purpose of evaluating the interest in buying the company. The undersigned further agrees not to use proprietary information provided to solicit, divert or in any way interfere with employees, customers, suppliers, contractors or other relationships that are related in any manner to the business activities.

7) **ARBITRATION.** All parties agree that any disputes regarding the interpretation of the agreements and covenants contained in this Agreement shall be resolved by submitting the dispute for the resolution by arbitration according to the rules of the American Arbitration Association. It is the express desire and intent of all parties that disputes be resolved by arbitration and not by litigation in a court of law. Should any dispute under this agreement be submitted for arbitration, the prevailing party shall recover reasonable its reasonable expenses, including attorney's fees and costs incurred, as shall be determined by the Arbitrator. The parties consent to venue and personal jurisdiction in the state of Washington for all matters related to or arising out of this Agreement. This Agreement is governed by the laws of the state of Washington.

8) **THIRD PARTY BENEFICIARY.** I understand and agree that the owner(s) of the businesses introduced to me by CV are third party beneficiaries of this agreement and are entitled to enforce it and recover damages for breach. The business may seek and obtain injunctive relief from the breach or threatened breach pending final resolution of any arbitration.

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9) **OTHER.** The agreements and representations contained herein shall survive the closing of any business purchased by the undersigned through CV. By signing below, I acknowledge that I have read this agreement carefully and fully understand the conditions herein.

NAME (Print) _____

Title (Print) _____

Signature _____ Date _____

ACCEPTED:

_____ Date _____

For Concord Ventures, Inc.

