

## ***NON-DISCLOSURE AGREEMENT***

**TO:** Bray Commercial, LLC Acting as Agent of the Seller

**This form applies to all business listings presented as of this \_\_\_\_\_ Day of \_\_\_\_\_.**

Based on the information provided, I am requesting additional information on all business listings under confidentiality to Bray Commercial, LLC. I understand and agree that the information requested is of a highly confidential nature and, as such, I agree as follows:

1. "Confidential Information" shall mean all confidential and proprietary technical and business information disclosed by the parties to each other, whether orally or in writing or via photographs (the information). "Confidential Information" shall not include information which (a) was already rightfully known to the receiving party without an obligation of confidentiality prior to the time it was disclosed hereunder; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (c) has been rightfully received from a third party not under obligation of confidentiality to the disclosing party and without breach of this Agreement; or (d) had been approved for release by written authorization of the disclosing party.
2. I agree to hold the information in strict confidence and not disclose the information, either directly or indirectly, to any third party other than its own employees or agents (who have a need to know and who have been instructed concerning the restrictions on use and disclosure of the information) or to third parties as are necessary to assess the prospective purchase of a business or to complete the same; or to use it for any reason other than the purpose described as referenced above. Each party shall be responsible for any acts or omissions of its employees or agents in conflict with the Agreement.
3. Upon the completion or abandonment of discussions between the parties, or upon the written request of the disclosing party at any time, the receiving party shall immediately destroy or return to the disclosing party all copies of any tangible items representing the disclosing party's Confidential Information. This Agreement shall be binding and fully enforceable from the date hereof and for a period of two (2) years from that date.
4. I acknowledge that any breach of this Agreement, directly or indirectly, shall be deemed irreparably harmful to Seller and Bray Commercial, LLC, and that all remedies at law or equity will be available to Seller and Bray Commercial, LLC for any such breach. I agree that this Agreement will be governed by the laws of the state in which the Seller is located.
5. It is understood that the Seller is the intended party and beneficiary whose rights are being protected and may enforce the terms of this agreement as if it were a party to this agreement.
6. The undersigned acknowledges the responsibility to perform a due diligence review at its own expense prior to any acquisition.

Agreed and accepted this \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Signature (OFFICER OF THE COMPANY)

\_\_\_\_\_  
Typed/Printed Name of the Company

\_\_\_\_\_  
Typed/Printed Name of Signatory

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Officer Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

**Please complete the above and email to:** Email: \_\_\_\_\_