

**Prime Brokerage**  
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## **NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This confidential record of showing is an agreement by and between Prime Brokerage (Broker) and the prospective buyer/lessee/tenant (Buyer) of the businesses and/or properties (Property) listed below being presented to the Buyer by the Broker. In consideration of receiving the information on the listed Property, the Buyer understands, agrees, represents, and warrants to Broker and Seller as follows:

To maintain strict confidentiality regarding the Business/Property and will not divulge the information except to seek financial and legal advice pertaining to Buyer's interests.

Obtain Business/Property Owner's express permission, through the Broker, prior to discussing any affairs pertaining to the operation of the ongoing business or Property with any employees or representatives of the Seller.

Conduct all contact and further inquiries regarding the Business/Property through the Broker.

Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.

Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or action arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business/Property, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.

Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

Prime Brokerage may act as a dual agent representing both Buyer and Seller.

Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers / consultants, who have a need to know such information for purposes of evaluating or structuring the possible purchase of the Business/Property. Buyer accepts full

responsibility for full compliance with all provisions of this agreement by such other persons.

Buyer acknowledges that Broker is acting as agent of the Buyer, unless otherwise agreed to in writing.

Buyer acknowledges that any and all information, both verbal and written, have been provided by the Seller and is believed to be true and correct. Broker makes no representations or warranties, express or implied, as to the accuracy of the information and advises the Buyer that if this document or any other document or information provided in connection with a transaction is not understood, that the Buyer should consult an attorney before signing any document.

Business and/or Property Information Requested:

1. ID# \_\_\_\_\_

2. ID# \_\_\_\_\_

3. ID # \_\_\_\_\_

4. ID# \_\_\_\_\_

5. ID# \_\_\_\_\_

Buyer's Full Name: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Buyer's Phone Number: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Buyer Printed Name & Signature; Title

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Signed: \_\_\_\_\_

Broker Printed Name & Signature