

Non-Disclosure Confidentiality Agreement

(Buying a business/real property is a complex process)



1. The prospective buyer, representatives or its entity referred to as (the "Recipient") acknowledges that Business Solutions Network referred to as (the "Broker") has initially advised the Recipient of the availability relating to the following business or real property has entered this Agreement covering listings marketed through the Broker upon Recipients' validating this Non-disclosure Agreement.
2. The Recipient shall not at any time, without prior written consent of the seller, owner or corporation referred to as (the "Company"), reveal, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, said information to anyone, except Recipients' advisors, lenders or investors for the sole purpose of counseling the proposed purchase of Company's (Assets) and shall maintain all information in a confidential and non-disclosed manner. The Recipient shall be under no obligation to maintain as confidential any information; (a) Recipient shows by legally sufficient written evidence was in its possession prior to disclosure by Broker or the Company; or (b) was generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party.
3. The Recipient shall not contact the Company, or approach its principals or visit the business/property without an appointment or approach its employees, officials, customers, suppliers, competitors or any person associated with the Company in reference to discuss or pursue the possibility of purchase or employment.
4. The Recipient hereby indemnifies and holds harmless the Broker, its representatives, employees and agents, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, or attributed to the transactions or matters subject hereof without limitation. The Company shall be entitled to specific performance and injunctive relief or other equitable remedy for the breach of this Agreement and acknowledges that the Company may have sustained irreparable harm for which monetary damages are inadequate. The Company shall have available to it all remedies pursuant to law and equity, including, but not limited to, actual damages. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.
5. Recipient represents and warrants that the Recipient is not a brokerage agency, nor representing or works for another brokerage, directly or indirectly, does not represent a third party, governmental agency or competitor, nor employed by a competitor for the sole purpose for receiving to some extent information regarding a business.
6. This Agreement contains the entire Agreement between the Parties identified herein with regards to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

WHEREFORE, the Recipient acknowledges having read and understands this Agreement and voluntarily accepts the responsibilities and obligations set forth herein and have received a copy of this Agreement.

Recipients' Information **Business Reference Number(s)** _____, _____, _____.

Print Name: _____ Date: _____
Signature: _____ Email: _____
Address: _____ State: _____ Zip: _____
Home # _____ Cell # _____ Fax# _____



Return to: Business Solutions Network: Cell (216)-870-3264: Facsimile (330)-278-2125: Email richsr@bsnbuysell.com