



**THIS IS A LEGALLY BINDING AGREEMENT,
PLEASE READ CAREFULLY BEFORE SIGNING.**

**NON-DISCLOSURE, NON-CIRCUMVENTION
AND CONFIDENTIALITY AGREEMENT**

INFORMATION provided on any business offered for sale by Broker is sensitive and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Broker's fiduciary relationship with the Seller.

DATE _____ **BUSINESS LISTING #** _____

AGREEMENT

The undersigned prospective purchaser and its directors, officers, employees, agents or advisors (herein referred to as the "Buyer"), in consideration for the principals, associates, agents, clients or employees of Lisiten Associates (herein referred to as "Broker"), for providing Buyer with information on the above Business Listing offered for sale through Broker, hereby understands and agrees that:

The term "information" shall include the fact that the business is for sale and other confidential data. The term information does not include any information, which is or becomes generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker or destroyed, without retaining any copies, summaries, analysis, or extracts thereof. Notwithstanding the foregoing, Buyer is permitted to retain one copy of the information for compliance purposes.

Buyer will not disclose any Information regarding this business to any other party, except to those directly involved in the sale or to those who will provide Buyer with professional, legal or financial advice on the sale, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of this business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Broker's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Broker's commission as outlined on the listing agreement for that business.

All negotiations concerning this business shown will be handled Exclusively through Broker. No contact with the Seller, Employees, suppliers, customers, Franchise or Landlord, etc. in the scope of this transaction is permitted without direct authorization of the Broker.

Buyer will not use, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for the Buyer's own benefit or any third party, and all information received will be used only for the purpose of investment and purchase of the business shown.

All information is provided by Seller and is not verified in any way by Broker. Broker is relying on Seller for the accuracy and completeness of said information. Broker has no knowledge of the accuracy of said information and makes no warrant, express or implied, as to such information. Broker may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Broker as to its accuracy or completeness. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.

Prior to finalizing an agreement to purchase or invest in this business, it is Buyer's responsibility to perform due diligence and make an independent Verification of all Information. Buyer will only look to the Seller and Buyer's own investigation for all *this* information regarding this business offered by the Broker.

Should Buyer make an offer on this business, Buyer grants the right to obtain a credit report through standard reporting agencies. If requested, Buyer also agrees to provide a resume, financial statement and Proof of Funds. Buyer understands that *this* information will be held in confidence and will only be used for the purpose of Seller extending credit to the buyer.

Buyer's Signature _____

Date _____

Buyer represents and warrants to have the legal and expressed authority to enter into this agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.

Buyer understands that a violation of this Agreement could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement.

This will acknowledge that on this date I have received and/or reviewed from Lisiten Associates certain pertinent and confidential information relating to the sale of the following businesses and/or properties. It is agreed in consideration of confidential information given to me by Lisiten Associates and entrusted to me as prospective Buyer, I agree not to divulge the said information to any third party not involved in this transaction. I further agree not to conclude any sale or give a deposit and/or take possession of the business and/or property, directly or indirectly, without first informing Lisiten Associates.

Lisiten Associates fees are paid by the Seller unless agreed to with the Buyer, prior to signing this Agreement. I agree to forward all offers to Lisiten Associates. Lisiten Associates is the exclusive representative of the Seller and I agree not to circumvent the Broker in any way.

Lisiten Associates is considered the Agency first disclosing details of the above business to the undersigned. It is understood that Broker is representing the Seller and shall act solely on the Seller's behalf.

The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding and Receiving a Copy of this Document. This is a legally binding Agreement. Please read it carefully before signing. This Agreement expires 5 years from the date this Non-Disclosure is signed. This Agreement shall be governed in accordance with the laws of the state of New York.

Buyer's Signature _____ **Date** _____

****THE FOLLOWING MUST BE FILLED OUT COMPLETELY TO RECEIVE A RESPONSE...***

*****A SEPARATE NDA MUST BE FILLED OUT FOR EACH BUSINESS OF INTEREST. WE CAN NOT ACCEPT A NDA FOR MORE THEN ONE BUSINESS LISTING ON THIS FORM...***

Business Listing # (can be found on the listing sheet) _____

Business Listing Description _____

Other Businesses of Interest are _____

Please PRINT Name: _____

Business Name: _____ Website: _____

Business Address: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Cell Phone: _____

Fax: _____ Email: _____

My Budget is as Follows:

I can afford to purchase a business up to the following \$ amount _____

I am able to put \$ _____ Down on a business should I find one that I want to purchase.

The origin of my down payment is _____

***You may Fax or Email this form to Lisiten Associates
Tel: 914-960-4071 Fax: 914-931-6000 Email: lisiten.NDA@gmail.com**

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www.lisiten.com

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