

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Our agreement with the Buyer and Seller requires EBB Group to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their businesses.

Information provided on any business *offered* for sale by the Broker or any business *represented* by the Broker as an assistant in a merger or acquisition is sensitive and confidential. Disclosure of this information would be damaging to both the Buyer's and Seller's businesses and the Broker's fiduciary relationship with both.

This information must be kept confidential.

AGREEMENT

The undersigned prospective Buyer/Seller (herein referred to as "Prospect"), in consideration for the Principals, Agents, Clients, or Employees of EBB Group (herein referred to as "Broker") for providing the Prospect with information on any business offered for sale through the Broker hereby understands and agrees that:

1. The term "information" shall include the fact that there is or will be a business for sale and all other confidential data. The term information does not include any information, which is, or becomes generally available to the public, or is already in the Prospect'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 without retaining any copies, summaries, analysis, or extracts thereof.
2. Prospect will not disclose any information regarding these businesses to any other party, except to those directly involved in the sale or who will provide legal or financial advice, in which case Prospect agrees to obtain their consent to maintain such confidentiality. If Prospect discloses the availability of a business to another party, and that party purchases or causes the purchases of the business without the Broker, or if the buyer interferes with the Broker's right to a commission from the seller in any manner, then the buyer may be responsible for payment of the Broker's commission.
3. All negotiations concerning any business are handled exclusively through the Broker. No contact with the Buyer/Seller, Employees, Suppliers, Customers, Franchiser, or Landlord, etc. is permitted without direct authorization of the Broker.
4. Prospect will not seek to use or otherwise take unfair advantage of any trade secrets or other confidential information for Buyer's/Seller's own benefit or for the benefit of any third party, and all information received will be used only for the purpose of investment or purchase of a business.
5. All information is provided by the Buyer/Seller and is not verified in any way by the Broker. The Broker is relying on the Buyer/Seller for the accuracy and completeness of said information and makes no warranty, expressed or implied, regarding such information. Prospect agrees to indemnify and hold Broker harmless from any claims or damages resulting from the use of any provided information.
6. Prior to finalizing an agreement to purchase a business, it is the Prospect's responsibility to perform due diligence and make an independent verification of all information. The Prospect

will rely on the Prospect's own investigation for all information regarding any business offered by the Broker.

7. Prospect understands that a violation of the Agreement could subject Prospect to legal action by Broker and/or Buyer/Seller. Prospect agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this agreement or if Broker herein is joined in any litigation arising out of this judgment.
8. Prospect 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.

RECAP IN PLAIN ENGLISH

1. You are not to tell anybody that the business is for sale, including your best friend or minister. You must return all documents if you do not buy the business.
2. If you disclose the availability of a business to a third party and they buy, or someone they told buys it, and the Broker loses out on the commission, then you will pay the Broker's commission.
3. Everything goes through the Broker. All communication goes through the Broker to expedite the process.
4. You can't use what you learned to start a competing business or to hurt the Buyer's/Seller's business.
5. The Buyer/Seller told us what we tell you and we don't check everything out. We just relay it. You agree not to sue us if you rely on the information without checking it out yourself.
6. It is your responsibility to check everything out.
7. We will take whatever steps necessary to enforce this agreement.

This is a legally binding agreement. Please read it carefully before signing. The undersigned (Prospect) agrees to the terms of the agreement and expressly acknowledges that they have read, understood, and received a copy of this document.

Prospect

EBB Group

Print Name: Steven Sigfusson

Broker: _____

Title: Director

Signature: _____

Phone #: 312-283-8025

Date: _____

Signature: 

Date: May 6, 2016