



**NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT /  
AGENCY DISCLOSURE NOTICE**

**THIS AGREEMENT**, is effective \_\_\_\_\_, 2009, ("Agreement") between ENLIGN Business Brokers, Inc. ("ENLIGN"), a North Carolina Corporation having its principal place of business at 2009 Caminos Street, Raleigh, NC 27612 and \_\_\_\_\_ ("Participant") having an address of \_\_\_\_\_.

In consideration of the promises, the delivery and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. GENERAL.** This Agreement establishes a Non-Disclosure Agreement [NDA] and Agency Disclosure [AD] between ENLIGN and the Participant to facilitate the discussion and exchange of confidential business information regarding the compan(ies) being offered for sale where ENLIGN is the broker.

**2. ROLE.** As a prospective purchaser, we want you to be aware of our role in any potential transaction involving the purchase of a business represented by ENLIGN Business Brokers. Our firm is representing the seller as marketing agents and shall act solely on their behalf. ENLIGN's duty is limited to assisting in the sale of the business at mutually agreed upon terms and conditions between you and the seller. We are compensated by the exclusively from the seller and said compensation may be based all or in part on total transaction price.

**3. RESPONSIBILITIES.** As professionals, we are obligated to treat you honestly, and with integrity. Our duty of dealing with you in good faith co-exists with our fiduciary obligations to our client, the seller. Although we will be acting as agents for the seller, we will be able to provide you with a variety of valuable services, which may be helpful to you in evaluating businesses for sale represented by ENLIGN.

1. Assistance in locating a suitable business that meets your requirements
2. Detailed information regarding businesses listed with ENLIGN
3. Assistance in preparation of a Letter of Intent and Purchase Agreement
4. Assistance in obtaining financing
5. Coordination of information between you and the seller
6. Negotiation of tangible and intangible matters
7. Follow-up on other matters involved in your transaction

**4. CAVEAT EMPTOR.** ENLIGN and its brokers do not audit, investigate or otherwise confirm the information, facts, or figures that will be provided to you by seller or other agents of the seller. It is therefore understood that ENLIGN and its brokers make no representations or warranties, either expressed or implied, with respect to their accuracy or completeness of information, nor invites or encourages full reliance upon them. You are urged to personally verify all information, facts and figures presented to you from any source and to rely upon your own verification and that of your own legal, tax and financial advisors for professional assistance. In any and all cases Participant and its assigns agree to hold ENLIGN and its brokers harmless from any and all claims.

**5. REFERRALS.** Legal, accounting, financing and buyer agent referrals are available upon request. It is agreed that neither ENLIGN nor its affiliate representatives shall bear any liability in the performance or lack thereof by referred parties. Should you engage a referred party any fees or costs associated with said representation shall be the responsibility of the buyer.

**6. OBLIGATIONS.** The Participant shall: (a) safeguard all confidential information by using a reasonable degree of care, but not less than that degree of care used by the Participant in safeguarding its own similar information or material; and (b) use confidential information solely for purposes of evaluating the potential business transaction and for no other purpose whatsoever.

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**7. CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean all information disclosed under this Agreement, including, without limitation: (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing; (b) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable **explicitly including** the fact that the company is being marketed for sale.

**8. PERIOD OF AGREEMENT.** This Agreement shall commence on the date set forth above, and shall expire three (3) years thereafter. All provisions of confidentiality concerning confidential information shall survive the expiration of this Agreement. Upon termination all documentation and confidential information in physical form shall be destroyed or returned to ENLIGN immediately.

**9. NO LICENSE.** Participant agrees that ENLIGN and or Seller maintain all rights to or in the confidential information and no license or other rights are granted or conveyed by in providing the confidential information. All confidential information is provided "AS IS" and without any representation, warranty, assurance, guarantee, or inducement, expressed or implied regarding its accuracy or performance by ENLIGN or its brokers.

**10. EQUITABLE RELIEF.** The parties agree that monetary damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that either party may have, a party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement. The parties agree to waive any requirements for a bond in connection with any such injunctive or other equitable relief.

**11. MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regards to its conflict of law rules. The prevailing party in any action brought for the enforcement or interpretation of this Agreement shall be entitled to receive from the other party a reasonable sum for its attorney's fees and costs of litigation, in addition to any other relief to which it may be entitled. Participant may not assign its rights under this Agreement to any other party. Agreement is not intended to and shall not otherwise constitute, create, give effect to or otherwise recognize a joint venture, pooling arrangement, partnership or other formal business organization of any kind.

**12. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of an between the parties with respect to the subject matter hereof, and the parties hereto agree that the terms and conditions set forth herein shall supersede all prior representations, agreements, statements and understandings, whether oral or writing. This Agreement shall only be varied by an instrument in writing duly executed by authorized representatives of ENLIGN. No handwritten edits or deletions of sections shall be enforceable.

**13. WEBSITE USE AND BUYER REGISTRATION.** I understand that the Terms and Conditions outlined herein explicitly extend to any and all information transmitted via [www.ENLIGN.com](http://www.ENLIGN.com), [www.dealtrax.com](http://www.dealtrax.com), and any other websites or electronic mediums including email. I will register as a prospective buyer at [www.ENLIGN.com/registration](http://www.ENLIGN.com/registration) and **complete** the buyer profile accurately and in its entirety.

PARTICIPANT(S) CERTIFY THAT ALL PROVIDED INFORMATION ABOVE AND PROVIDED ELECTRONICALLY IS TRUE AND CORRECT AND ACKNOWLEDGES READING, UNDERSTANDING, ACCEPTING AND RECEIVING OF A COPY OF THIS THREE (3) PAGE NON-DISCLOSURE STATEMENT / CONFIDENTIALITY AGREEMENT / AGENCY DISCLOSURE AGREEMENT.

☐ I **DO** have family members or friends that are potential competitors of the business I am inquiring about. Relationship \_\_\_\_\_ Business Name \_\_\_\_\_

☐ I **DO NOT** have family members or friends that are potential competitors of the business I am inquiring about.

ENLIGN Business Brokers Agent this should be forwarded to \_\_\_\_\_

Listing Name you are responding to (not a number) \_\_\_\_\_

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-----SIGNATURE PAGE FOLLOWS-----



**SIGNATURE PAGE**

Participant's Name	PRINT CLEARLY	Participant's Signature	Date	Approx. Credit Score
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Participant's Name	Participant's Signature	Date	Approx. Credit Score
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Anticipated advisors (if known)

Attorney Name	Firm
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Accountant Name	Firm
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Buyers Agent Name	Firm
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After review and execution by all Participants, please FAX all three pages of this document to the FAX number provided by the listing broker in the email to which this was attached.

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