



CONFIDENTIAL — BUYER ACKNOWLEDGMENT

Confidentiality & Non-Disclosure Agreement

Required before receipt of a Confidential Information Memorandum or any identifying information about a business offered for sale through **Grand Stage Exits, LLC**.

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of the date signed below by the undersigned prospective purchaser, individually and on behalf of any entity, partner, investor, lender, or affiliate the purchaser represents (together, "Buyer"), in favor of **Grand Stage Exits, LLC** ("Broker") and the owner(s) of the business offered for sale (together with the business, "Seller").

1. Purpose. Broker represents Seller in the potential sale of the business (the "Company"). Buyer wishes to receive information about the Company solely to evaluate a possible acquisition (the "Purpose"). Broker will not release the identity of the Company or other Confidential Information until Buyer signs this Agreement and is qualified by Broker. This Agreement applies to the Company identified in the Listing Reference on page 3, and to any other business Broker introduces to Buyer while this Agreement is in effect.

2. Confidential Information. "Confidential Information" means all information, in any form, provided or made available to Buyer by Broker, Seller, or their representatives, including: the fact that the Company is for sale; the Company's name, owners, location, and affiliations; any Confidential Information Memorandum, teaser, or listing summary; financial statements, tax returns, and bank records; customer, supplier, and pricing information; contracts, leases, licenses, and permits; information about employees, contractors, landlords, and vendors; trade secrets, processes, and systems; and any notes, analyses, or summaries prepared by Buyer that contain or reflect such information. It does not include information that Buyer can show (a) was already lawfully known to Buyer without restriction, (b) is or becomes publicly available through no act of Buyer, or (c) is lawfully received from a third party with no duty of confidentiality.

3. Non-Disclosure and Limited Use. Buyer will keep all Confidential Information strictly confidential, use it only for the Purpose, and not disclose it to anyone except Buyer's attorneys, accountants, lenders, and financial advisors who need it for the Purpose, who are informed of its confidential nature, and who agree to be bound by these terms. Buyer is responsible for any breach by its representatives. Buyer will not copy, forward, or post any Confidential Information except as permitted here.

4. Personal and Regulated Information. Buyer will not request, and Seller does not intend to disclose, personal information about the Company's customers, clients, patients, or employees beyond what is reasonably necessary for the Purpose. If Buyer receives any personal, health, financial, or other legally protected information, Buyer will protect it as required by applicable law, will not use or further disclose it, and, if received inadvertently, will notify Broker promptly and return or destroy it as directed.

5. No Contact. Buyer will direct all communications, inquiries, site-visit requests, and requests for information only to Broker. Without Broker's prior written consent, Buyer will not contact, directly or indirectly, the Company's owners, managers, employees or contractors, customers or clients, landlords or property owners, suppliers or vendors, lenders, insurers, franchisors, licensing or regulatory agencies regarding the Company, or referral sources, and will not visit the Company's premises other than as arranged by Broker.

6. Non-Circumvention. For a period of two (2) years from the date of this Agreement, Buyer will not, directly or indirectly, acquire or attempt to acquire any interest in the Company, its assets, or its business, or enter into any transaction with Seller relating to the Company, except through Broker. If Buyer or any affiliate completes such a transaction without Broker, Buyer agrees to pay Broker, as liquidated damages and not as a penalty, an amount equal to the commission Broker would have earned under its agreement with Seller, together with reasonable attorneys' fees and costs of collection.

7. Non-Solicitation. For two (2) years from the date of this Agreement, Buyer will not solicit for employment or engagement any employee, contractor, or manager of the Company, and will not solicit any customer, client, supplier, or referral source to move business away from the Company, except as part of a completed acquisition of the Company.

8. No Representations or Warranties. Buyer acknowledges that the Confidential Information has been supplied primarily by Seller and third parties, has not been independently audited or verified by Broker, and is provided without any representation or warranty, express or implied, as to its accuracy or completeness. Buyer will rely solely on its own independent investigation and due diligence and on the representations, if any, contained in a signed definitive purchase agreement. Neither Broker nor Seller will have any liability arising from Buyer's use of the



Confidential Information.

9. No Obligation; Broker's Role. This Agreement does not obligate either party to proceed with any transaction. Seller may reject any offer and may change or end the sale process at any time. Buyer acknowledges that Broker acts as an intermediary representing Seller and does not provide legal, tax, accounting, lending, or investment advice to Buyer.

10. Return or Destruction. Upon request by Broker or Seller, or if Buyer decides not to proceed, Buyer will promptly return or destroy all Confidential Information, including copies and notes, and confirm in writing that it has done so.

11. Remedies. Buyer agrees that a breach of this Agreement may cause irreparable harm for which money damages would be inadequate, and that Broker and Seller may seek injunctive relief, without posting bond where permitted, in addition to any other remedies. Buyer will be responsible for reasonable attorneys' fees and costs incurred in enforcing this Agreement against Buyer.

12. Term; General. Buyer's confidentiality obligations continue for three (3) years from the date of this Agreement, or longer for any information protected by law. Seller is an intended third-party beneficiary of this Agreement. This Agreement is governed by the laws of the State of Indiana. If any provision is unenforceable, the remainder stays in effect. This Agreement is the entire agreement on its subject, may be amended only in a signed writing, and may be signed electronically and in counterparts.

Buyer acknowledgment: *By signing, Buyer confirms that it has read this Agreement, has had the opportunity to consult counsel, and agrees to be bound by it.*



BUYER INFORMATION & SIGNATURES

Buyer Profile

Please complete all fields. Buyer information is used only to qualify Buyer and is kept confidential by Grand Stage Exits.

LISTING REFERENCE (CONFIDENTIAL NAME OR LISTING #)

HOW DID YOU HEAR ABOUT THIS OPPORTUNITY?

FULL NAME

COMPANY / ACQUIRING ENTITY (IF ANY)

STREET ADDRESS

CITY, STATE, ZIP

PHONE

EMAIL

Qualification

Liquid funds available for acquisition

- ☐ Under \$100K ☐ \$100K–\$250K ☐ \$250K–\$500K
☐ \$500K–\$1M ☐ Over \$1M

Industry experience

- ☐ Same industry ☐ Related industry ☐ None

Have you owned a business before?

- ☐ Yes ☐ No

Intended financing

- ☐ Cash ☐ SBA loan ☐ Conventional loan ☐ Seller financing
☐ Investor/partner ☐ Other

Desired timeline to close

- ☐ 0–60 days ☐ 60–120 days ☐ 120+ days

Proof of funds

- ☐ Attached ☐ Will provide on request

BRIEF BACKGROUND / HOW YOU PLAN TO OPERATE THE BUSINESS

Signatures

BUYER

SIGNATURE

PRINTED NAME

TITLE / ENTITY (IF APPLICABLE)

DATE

ACCEPTED — GRAND STAGE EXITS, LLC

SIGNATURE

PRINTED NAME

TITLE

DATE

**GRAND STAGE EXITS**

BUSINESS BROKERAGE & M&A ADVISORY

Fill in, sign, save & email to:**Grand Stage Exits, LLC**

info@grandstageexits.com · (833) 473-9487

Type your full name on the signature line, or use your PDF app's Sign tool.