

NDA/Non-Circumvent Agreement

In connection with the possible acquisition by you (the sender) of Listing _____, the brokerage will provide information regarding this business, its financial condition, operations and prospects of the Company. In consideration of obtaining this proprietary information, you agree:

1. All the proprietary information furnished by us or the Company to you will be confidential.
2. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information for five years from the date to any person(s) or entities(s) other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed acquisition.
3. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact and return to us all proprietary information furnished to you without keeping copies of it.
4. Although you understand that we and the Company have included in this proprietary information certain information which we consider to be relevant for the purpose of your investigation, we do not make any representation or warranty as to its accuracy or completeness.
5. You acknowledge that you are prohibited from contacting the seller, management, employees, or customers during the process of evaluating the business without the broker being present.
6. You acknowledge that if after you opt out of the business buying process, you will not contact the seller, management, employees, or clients for 1 year or you will pay a penalty of \$50,000 to The Listing Brokerage
7. You acknowledge that although we represent the Sellers, we are intermediaries and will always be fair and honest to the best of our knowledge.

If you agree, please complete this form and indicate your acceptance.

Agreed to and accepted:

Name (please print clearly) _____

Address _____ City _____ State _____ Zip _____

Daytime Phone _____ E-mail Address _____

Date _____ Signature _____