



jim tharp realty

business brokers since 1969

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Nondisclosure and Confidentiality Agreement

In consideration of Jim Tharp Realty, hereinafter "The Company," and the business owner(s) ("Seller") providing the undersigned ("Buyer") with certain confidential and proprietary information on the business(es) ("Business") identified below, Buyer hereby understands, agrees, represents and warrants to The Company and Seller as follows:

1. All information furnished to Buyer by The Company or Seller including the identity of the Seller and the Business, all oral or written data, reports, records, and other material ("Information") will be deemed confidential and Buyer agrees not to disclose any such Information to any other party, except to Buyer's agents and professional counsel whose knowledge of the Information is required to evaluate the Business as a potential acquisition. Buyer accepts full responsibility for the compliance with all provisions of this Agreement by such agents and professional counsel. Buyer will not use the Information to interfere or compete with the Seller.
2. Buyer will not contact the Seller, its employees, suppliers or customers except through The Company. All inquiries, correspondence, offers to purchase, negotiations and closing preparations will be conducted exclusively through The Company.
3. Buyer acknowledges that The Company has stated that it is working as an agent for the Seller and is not an agent for the Buyer. Seller has a contract with The Company providing for fees to be paid to The Company upon the sale, merger, consolidation or other corporate transaction involving the Business or related property. Buyer agrees not to circumvent or interfere with The Company's contact with the Seller in any way. In the event of such circumvention or interference, Buyer agrees to be additionally liable for The Company's fee and for any damages to The Company and/or Seller.
4. Information furnished by The Company about the Business and its financials is based upon Information and representations provided by the Seller and The Company has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges The Company from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of such Information and accepts sole and final responsibility for the due diligence, evaluation and verification of such Information and all other factors relating to the Business and its financials. Buyer will indemnify and hold harmless The Company, its agents and/or employees from any claims, actions, demands or damages arising from inaccurate or incomplete Information or from Buyer's act or failures to act in pursuing the possible acquisition of the Business.
5. Buyer acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition. The Company advises the Buyer to seek counsel from an attorney, CPA and other professionals Buyer deems necessary to make an informed decision on the Business acquisition. Buyer agrees to provide personal financial statements, references and other data evidencing Buyer's financial capabilities upon request of The Company or Seller.
6. Buyer will be the principal in any proposed acquisition and is not working on behalf of undisclosed principals or as a sub-agent for any other person or entity. If Buyer decides not to acquire the Business, all Information shall be promptly returned or destroyed, directed by The Company or Seller.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof. The Seller is hereby designated as a third party beneficiary to this Agreement.

This Agreement applies to the Business(es) listed below:

Listing ID # _____ Name or type of business: _____

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Listing ID # _____ Name or type of business: _____

Listing ID # _____ Name or type of business: _____

EXECUTED ON THIS _____ DAY OF _____, 20_____

(Type or Print Name of Buyer)

Address: _____

City, State, Zip: _____

SIGNATURE: _____

Phone Number: _____

The Company Representative: _____

Email: _____

New Buyer: _____ Yes _____ No