

BALTIMORE WASHINGTON BUSINESS BROKERAGE LLC

**PO Box 945, Severn, MD 21144
Telephone 301-758-8128 Fax 410-551-0458**

CONFIDENTIALITY AGREEMENT / NON DISCLOSURE AGREEMENT

I, the undersigned, herein known as the "prospect" acknowledged and agrees that **Baltimore Washington Business Brokerage LLC** and its Broker/Agent brokerage team, (collectively referred to as Broker), will provide the Prospect with information concerning the potential for acquisition of various businesses and properties, at the specific request of the Prospect, who has contacted Broker with the intention of acquiring such businesses/properties. I acknowledge that certain confidential information, records, studies and trade practices will be given to me in **SECRECY AND CONFIDENCE** and used for the sole purpose of assessing the prospective purchase of a business through Baltimore Washington Business Brokerage LLC t/a bwbrokerage (hereinafter referred to as "Broker") or for assessing the real estate property through the BAF Group, and was the first to introduce me to the business/real estate property.

I agree not to disclose any of the information given in connection, either directly or indirectly to third parties except direct support people (i.e. attorneys, CPA's, advisors, lenders); nor will I use, or assist others to use any such information for competitive trade purposes or to circumvent "Broker" in any transaction or contact with the Seller. I agree not to make copies unless it its necessary to communicate the information to my support people of any of the material provided. The material and information provided is furnished by the Seller and is believed to be reliable for the purpose of evaluating the business. **Further, I agree not to contact the Seller of the business or any employees of the business directly without written authorization from "Broker" and understand that all negotiations, inquiries, investigations, offers to purchase, and or Letters of Intent must be made through "Broker".**

I agree that any breach of this Non-Disclosure Agreement, directly or indirectly, may be harmful to "Broker" and the Sellers. In consideration for the information given, I agree that this Agreement will be governed by the laws of the State in which the business is located and that all actions that may arise in law and/or equity shall be brought in that State.

It is understood that this Agreement applies to any information previously supplied by "Broker" verbally or in writing and any subsequent information, financials, or documentation supplied by "Broker" or the Seller to me. I understand that "Broker" shall not have any liability as a result of furnishing me the material included in this Agreement and Seller provided all such materials to "Broker".

This also acknowledges that the undersigned prospective purchaser(s) has been advised that "Broker" is an agent for the Seller in this transaction. I agree that should I, my spouse, or assignee buy, lease, or come into possession of the business/real estate mentioned herein during the listing term or within two years from the date below, I will protect "Broker's" right to the fee under the "Broker's "Agreement with the Seller. I understand that if I interfere in any way with "Broker's" contractual right to fees from the Seller, I may be personally liable for payment of that fee. It is agreed, however, that if I make the purchase through "Broker" I am not liable for that fee.

Agreed and Accepted by:

Signature (Prospect)

Printed Name

Telephone

Email and Fax Number