

Business/Opportunity Nondisclosure (NDA)

sbdees

Sales and Marketing Consultants
Mergers and Acquisitions
Intermediary / Business Brokerage Services

Should you have any questions please feel free to contact John Allen Dees PH (334) 303-1567

Confidentiality Agreement

The undersigned, acknowledges being first introduced to the opportunity identified herein as well as include opportunities developed through the relationship developed with John Allen Dees and sbdees and their function as the (“Seller’s Intermediary”). The undersigned requests information relating to the business, assets or opportunity referred to prior to Buyer signing the confidentiality agreement as Undisclosed Business or Undisclosed Opportunity AKA “Business”, presented by the Intermediary /Representative for the company or opportunity by Dees or Dees’s business dba sbdees, who has been entrusted to market and promote Business /Opportunity by its owner. After prospective buyer completes and returns this document we will confirm the information they submit to be accurate and on confirmation immediately be authorized to disclose the actual name of the Business /Opportunity. At that time the below references to confidentiality will be expressly applied for the purpose of moving forward with due diligence of Business /Opportunity. Said information shall be provided for the sole purpose of entering into discussions with Seller (“Seller”) of said Business /Opportunity for possible purchase. As used herein, the term Buyer (“Buyer”) applies to below signee. In the case of a partnership or 3rd party representation sbdees will need the names of all partners or the party’s collective group.

The undersigned agrees as follows:

1. Intended use and qualification: The undersigned acknowledges that they are requesting access to private information for the purpose of due diligence on the Business /Opportunity. Buyer acknowledges they are not requesting the information for the purpose of using it in any other way than evaluating for the purpose of possibly buying the Business /Opportunity or assisting a 3rd party with their interest in purchasing. Buyer also acknowledges the asking price of the Business /Opportunity is stated and they have the available funds necessary to purchase the Business /Opportunity or know that they have the necessary funds available to meet a minimum required down payment a lender would require injected by a buyer to secure financing. Prospective Buyer also agrees to supply the Seller or Seller’s representative their proof of funds upon request.

2. NON-DISCLOSURE OF INFORMATION: The undersigned acknowledges that the Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees not to disclose or permit access to any Confidential Information without prior written consent from the Seller or Sellers Representative, to anyone other than the Buyer’s, officers, directors, employees, agents, consultants, accountants, attorneys, and financing sources (collectively, Buyer’s “Representatives”) to whom disclosure or access is necessary for Buyer to evaluate the Business /Opportunity. Disclosure of Confidential Information shall be made to these Representatives only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of the terms of this Agreement applicable to its Representatives by these Representatives, and neither Buyer nor these parties shall use or permit use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business /Opportunity or as may be required by legal process. Upon written request, Buyer will destroy or return to Intermediary /Representative or Seller (at Buyer’s option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof. Notwithstanding the foregoing, one copy of the information may be kept by Buyer’s counsel for compliance and evidentiary purposes, and Buyer shall not be required to destroy any electronic Confidential Information created pursuant to its standard electronic back-up procedures.

3. CONFIDENTIAL INFORMATION is defined as: The term “Confidential Information” shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: From any inspection, examination other review of the books, records, assets liabilities, processes, or production methods of Seller; From communications with the Seller or its directors, officers, or Representatives, From visits to Seller’s premises, for through disclosure or discovery in any other manner unless authorized by Seller or Seller’s Representative. Nothing contained herein is intended to apply to any information to the extent such information (i) is or becomes publicly available without breach of this Agreement by Buyer, (ii) was within Buyer’s lawful possession prior to its being furnished to Buyer or its Representatives by or on behalf of the Company pursuant hereto, (iii) becomes available to Buyer or its Representatives on a non-confidential basis from a source other than the Company or any of its Representatives, provided that such source is not known by Buyer to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company with respect to such information or (iv) is independently developed by Buyer or its Representatives without violating any of your obligations hereunder.

3a. Information regarding the Business /Opportunity, which may include but not limited to the Seller’s and business’s; confidential information memorandum, business overview, financial statements, tax returns, balance sheets, cash flow projections,

real estate values, property income, debt structure or seller's discretionary cash flow statement. Buyer understands that Intermediary/Representative does not audit or verify any information given to them or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns and any other facts, which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer, to purchase the business is based solely on Buyer's own investigation and that of Buyer's legal, tax or other advisers. Intermediary /Representative urges Buyer to obtain independent legal and financial counsel.

4. NON-CIRCUMVENTION AGREEMENT: The Intermediary /Representative works directly for the Seller and has established a mutual agreement with Seller. Seller agrees that Intermediary /Representative has sole authority to approve the involvement of an additional Representative, outside marketing firms or Brokers. Buyer or 3rd party undersigned represents shall conduct all inquiries into and discussions about the Business /Opportunity solely through Seller's Intermediary /Representative, unless Intermediary /Representative directs or approves buyer or 3rd party to contact the Seller or Seller's Intermediary /Representative without expressed agreement and or permission from Representative. Should Buyer or a 3rd party represented by the undersigned purchase stock, assets of the Business /Opportunity, acquire an interest in, or become affiliated in any capacity with the Business without the Intermediary /Representative participation, or in any way interfere with their right to a fee, Buyer or 3rd party undersigned represents shall be liable to Intermediary /Representative for such a fee and any other damages including reasonable attorney's fees and costs. Should Buyer or 3rd party represented by undersigned wish to engage a third party to represent them as a Broker or Consultant in the process of buying this Business /Opportunity they agree to be responsible for compensating the party they introduce to work on their behalf and agree that no funds from the proceeds of the sale of the Business /Opportunity will be authorized to compensate the party representing the Buyer.

5. FURTHER TERMS: Neither the Buyer nor Buyer's Representatives will contact Sellers employees, customers, landlords, suppliers, persons that have purchased a business sold by Seller other than in the ordinary course of Buyer's business unrelated to the information or a possible transaction without Seller's or Seller's Intermediary /Representative's consent. Seller is specifically intended to be beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. The agreement can only be modified in writing, signed by both Intermediary /Representative and the undersigned acting as a Buyer or representative of a 3rd Party buyer. The Agreement shall be construed under and governed by the laws of the Georgia. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Please provide **all information** requested. Please **print** legibly or **type** in the below fields

Name (first & last)

Physical Street Address City, State, Zip (NDA will be rejected if it does contain full address)

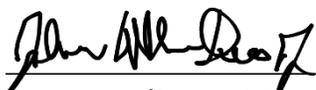
Telephone (best available day or evening)

Email Address

Buyer acknowledges receipt of a fully completed copy of this Agreement.

Signature

Date



Intermediary /Representative

If filled out via SignNow make sure to complete the signature process and select **DONE** at top of the page. Or Return completed NDA to John Allen Dees

Fax: (866) 530-5978

Email: Dees@sbdees.com