



**THIS IS A LEGALLY BINDING AGREEMENT,
PLEASE READ CAREFULLY BEFORE SIGNING.**

**NON-DISCLOSURE, NON-CIRCUMVENTION
AND CONFIDENTIALITY AGREEMENT**

INFORMATION provided on any business offered for sale by Company is sensitive and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Company's fiduciary relationship with the Seller.

ID: Project Evergreen

AGREEMENT

1. The undersigned prospective purchaser and its directors, officers, employees, agents or advisors (herein referred to as the "Buyer"), in consideration for the principals, associates, agents, clients or employees of AMIVA EQUITY PARTNERS. (herein referred to as "Company"), for providing Buyer with information on the above business offered for sale through Company, hereby understands and agrees that: The term "information" shall include the fact that the business are for sale and other confidential data. The term information does not include any information, which is or becomes generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Company or destroyed, without retaining any copies, summaries, analysis, or extracts thereof. Notwithstanding the foregoing, Buyer is permitted to retain one copy of the information for compliance purposes.
2. Disclosure of Information. Buyer will not disclose any Information regarding this business to any other party, except to those directly involved in the sale or to those who will provide Buyer with professional, legal or financial advice on the sale, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of this business to another party, and that party purchases or causes the purchase of that business without Company, or if Buyer interferes with the Company's right to a Success Fee from the Seller in any manner, then Buyer agrees to be responsible for payment of Company's Success Fee as outlined on the listing agreement for that business.
3. Non-Circumvention. All negotiations concerning this business will be handled Exclusively through Company. No contact with the Seller, Employees, suppliers, customers, Franchise or Landlord, etc. in the scope of this transaction is permitted without direct authorization of the Company.
4. Trade Secrets. Buyer will not use, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for the Buyer's own benefit or any third party, and all information received will be used only for the purpose of investment and purchase of the business shown.
5. Information. All information is provided by Seller and is not verified in any way by Company. Company is relying on Seller for the accuracy and completeness of said information. Company has no knowledge of the accuracy of said information and makes no warrant, express or implied, as to such information. Company may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Company as to its accuracy or completeness. Buyer agrees to indemnify and hold Company harmless from any claims or damages resulting from its use.
6. Due Diligence. Prior to finalizing an agreement to purchase or invest in this business, it is Buyer's responsibility to perform due diligence and make an independent Verification of all Information. Buyer will only look to the Seller and Buyer's own investigation for all *this* information regarding this business offered by the Company.
7. Due Authority. Buyer represents and warrants to have the legal and expressed authority to enter into this agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.

8. Confidentiality. It is agreed in consideration of confidential information given to me by AMIVA EQUITY PARTNERS and entrusted to me as prospective Buyer, I agree not to divulge the said information to any third party not involved in this transaction. I further agree not to conclude any sale or give a deposit and/or take possession of the business and/or property, directly or indirectly, without first informing AMIVA EQUITY PARTNERS.
9. Remuneration. AMIVA EQUITY PARTNERS fees are paid by the Seller unless agreed to with the Buyer, prior to signing this Agreement. I agree to forward all offers to AMIVA EQUITY PARTNERS.
10. AMIVA EQUITY PARTNERS is the exclusive representative of the Seller and I agree not to circumvent the Company in any way.

AMIVA EQUITY PARTNERS is considered the Agency first disclosing details of the above business to the undersigned. It is understood that Company is representing the Seller and shall act solely on the Seller's behalf.

This is a legally binding Agreement. Please read it carefully before signing. The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding and Receiving a Copy of this Document. This Agreement expires 3 years from the date this Non-Disclosure is signed. This Agreement shall be governed in accordance with the laws of the state of New York.

Buyer's Signature _____ Date _____

Please PRINT Name: _____

Buyer Website/LinkedIn URL: _____

Cell Phone: _____



www.amivaequitypartners.com
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