

Broker: Mark McNally

Our agreement with the Seller requires that we obtain a Non-Disclosure and evidence of financial ability before disclosing the name and location of his/her business. This information will be kept confidential.

In consideration of *Mark McNally* providing the information on any business(es) for sale, I/we understand and agree:

1. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the business and their owners.
 (b) Not to disclose, for a period of three (3) years from the date I/we signed this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other date provided.
 (c) Not to contact the business owner or their landlords, employees, suppliers or customers except through the Broker. All correspondences, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through the Broker.
 (d) Not to circumvent or interfere with Broker's contract with the Seller in any way, I/we understand that if I/we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller's fee. We understand that should I/we become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale, or should I/we buy, trade, lease or exchange any of the business disclosed to me/us, the a fee will be due to Broker. I/we understand that it I/we make the purchase through Broker, I/we will not be liable for the fee paid by the seller.
2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy of incompleteness of any information provided to me/us with respect to any business I/we might purchase.
3. That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or the companies I/we represent.
4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade or transfer of Seller's business or property.
5. If you determine you do not wish to pursue the proposed transaction, you will promptly advise us of this fact and will deliver to us all the proprietary information given to you without retaining copies, summaries or extracts thereof.
6. In addition you understand, we and the Company have included in the proprietary information, certain information we consider relevant for the purpose of your investigation or a proposed transaction; we do not make any representations or warranty as to its accuracy or completeness.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and understand it.

Signature _____ Date _____

Name (Please Print) _____

Address _____

City _____ State _____ Zip _____

Phone # with Area Code _____

E-mail Address _____

Signature _____ Date _____

Name (Please Print) _____

Address _____

City _____ State _____ Zip _____

Phone # with Area Code _____

E-mail Address _____