

### Non-Disclosure and Confidentiality Agreement

Our agreement with our client who is selling their business (hereinafter referred to as the "Seller") requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name, location, or any confidential financial or operational information of the business.

**INFORMATION provided about the Seller by the Intermediary is sensitive and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Intermediary's fiduciary relationship with the Seller.**

**\* This information must be kept confidential \***

The undersigned prospective purchaser (hereinafter referred to as "Buyer"), in consideration for the principals, associates, agents, clients, or employees of The Bridlebrook Group (hereinafter referred to as "Intermediary") for providing Buyer with information about the Seller's business offered for sale through Intermediary, hereby understands and agrees that:

**The term "Information"** shall include the fact that the business is for sale and all other confidential information. The term Information does not include any information that 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 Intermediary without retaining any copies, summaries, analysis or extracts thereof.

**Buyer will not disclose** any Information regarding the Seller's business to any other party, except to those directly involved in the sale or those who will provide professional legal or financial advice, in which case Buyer agrees to obtain their consent to maintain such confidentiality. In this case, Buyer agrees to first notify Intermediary before such disclosure. If Buyer discloses the availability of the business to another party, and that party purchases or causes the purchase of that business without Intermediary, or if Buyer interferes with the Intermediary's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Intermediary's commission as outlined on the engagement letter for that business. Buyer hereby certifies that they are a principal and not a finder, broker, advisor, or other party that would not be directly investing in the business.

**All negotiations** concerning any business shown will be handled exclusively through Intermediary. No contact with the Seller, its employees, suppliers, customers, franchisor, or landlord, or other parties directly or indirectly involved with the business is permitted without direct authorization of the Intermediary.

**Buyer will not use**, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential Information for Buyer's own benefit or for the benefit of any third party, and all Information received will be used only for the purpose of investment in and/or purchase of the business.

**All Information is provided by Seller** and is not verified in any way by Intermediary. Intermediary is relying on Seller for the accuracy and completeness of said information. **INTERMEDIARY HAS NO KNOWLEDGE REGARDING THE ACCURACY OF SAID INFORMATION AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION OR ANY ANALYSIS, INTERPRETATION OR EVALUATION UPON WHICH IT IS BASED.** Buyer agrees to indemnify and hold Intermediary harmless from any claims or damages resulting from its use.

**Prior to finalizing an agreement** to purchase or invest in the business, it is Buyer's responsibility to perform due diligence and make an independent verification of all information. Buyer will look only to the Seller and Buyer's own investigation for the accuracy and completeness of all information regarding the business offered by the Intermediary.

BUYER INITIALS \_\_\_\_\_  
DATE \_\_\_\_\_

**The Term of this Agreement** shall commence on the Effective Date and expire three (3) years from the Effective Date. Notwithstanding anything to the contrary contained herein, any and all trade secrets, product, financial and customer information shall continue to be treated as confidential by Buyer for so long as it is not publicly available or qualifies as a trade secret under applicable federal, state and local law.

**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.

**Buyer understands that a violation of this Agreement** could subject Buyer to legal action by Intermediary and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Intermediary is joined in any litigation arising out of this Agreement.

**This Agreement shall be governed** by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**This document contains the entire understanding** of the parties and there are no oral agreements, understanding or representations relied upon by the parties. Any modifications must be in writing and signed by all parties.

**This will acknowledge** that upon the execution of this Agreement, The Bridlebrook Group will provide certain pertinent and confidential information relating to the sale of the following business for the sole purpose of evaluating the business as a possible acquisition:

**Long Established and Profitable HVAC Business**

**THE BRIDLEBROOK GROUP IS CONSIDERED THE AGENCY FIRST DISCLOSING DETAILS OF THE ABOVE BUSINESS TO THE UNDERSIGNED.**

*It is understood that Intermediary 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.**

Please PRINT Name / Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Address: \_\_\_\_\_

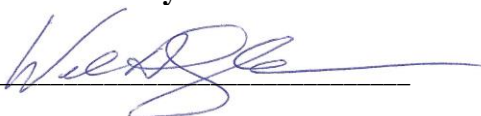
City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**For THE BRIDLEBROOK GROUP**

Intermediary: **William A. Doyle**

Signature:  \_\_\_\_\_