

NON-DISCLOSURE AGREEMENT with ---**Houston Business Associates**--- referred to as BROKER

It is understood and agreed to that we the BROKER identified herein will provide disclosure of confidential information that must not be disclosed or shared with anyone other than BROKER, SELLER and their financial and legal advisors. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed to the following terms of this Non-Disclosure Agreement.

BUYER agrees all information provided by BROKER to BUYER is confidential and its disclosure to others may be damaging and detrimental to the business and that BUYER agrees to sign a Memo Record of Showing or provide a similar acknowledgement on every business disclosed by BROKER to BUYER providing proof that a business (s) was disclosed to BUYER.

BUYER agrees not to provide information regarding a disclosed business to anyone except those who may be directly involved in a sale and their financial or legal advisors or as ordered by law.

BUYER agrees not to contact SELLER (s) nor anyone that is related to the business (including but not limited to suppliers and employees) without written permission from BROKER. BUYER further agrees that all requests or questions for SELLER will be done through the BROKER unless otherwise agreed to by SELLER.

BUYER agrees that he or she may be liable for BROKER'S fee paid by the SELLER for any business disclosed to them by BROKER if either of the following conditions occurs:

- Purchases a business disclosed to them by the BROKER without the involvement of BROKER.
- Leases, manages or otherwise becomes involved with a business disclosed to them by BROKER.

BUYER agrees that he/she will be personally liable to pay BROKER for the BROKER's fee paid by the SELLER if BUYER does any act that results in harm to SELLER's business or BROKER's contract rights with SELLER. Such acts include but are not limited to BUYER making any information disclosed to them on a business public thereby breaking the strict confidentiality of the transaction or BUYER using any information provided by SELLER for their own personal gain other than purchasing SELLER's business or anything associated with said business .

BUYER understands that the SELLER has supplied all information without BROKER'S confirmation. It is the BUYER'S responsibility to confirm the accuracy of any and all information provided to the BUYER. BUYER also agrees to indemnify and hold BROKER and its agents harmless from any claims or damages which may occur from the inaccuracy or incompleteness of any information provided to BUYER with respect to any business disclosed or purchased.

BUYER agrees and understands that BROKER represents SELLER and his or her interests based on a contract with the SELLER and that BROKER has no contracted rights with BUYER. Be it understood that the BROKER's duty is limited only to negotiating the sale of the business at mutually agreed upon terms and conditions between BUYER and the Seller. Our compensation will be received from the Seller unless other arrangements are made with you in writing.

The BUYER'S signature below acknowledges a complete understanding of ALL terms contained on this agreement.

It is agreed and understood that this Non Disclosure Agreement has neither time limit nor geographic range.

BUYER (Please print): _____ BUYER Signature: _____ Date: _____

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