



**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT IS ENTERED INTO BETWEEN \_\_\_\_\_ (THE "UNDERSIGNED"), AND ISELLRESTAURANTSANDBARS.COM, A DIVISION OF SOUTHEAST BUSINESS EXCHANGE CORPORATION, REFERRED TO AS (AGENT), IN RESPECT TO ANY BUSINESS REPRESENTED FOR SALE ("COMPANY"). THIS AGREEMENT IS TO PROTECT ALL PROPRIETARY INFORMATION IN WHICH COMPANY OR AGENT MAY DISCLOSE TO THE UNDERSIGNED DURING THE COURSE OF THE PARTIES BUSINESS NEGOTIATIONS DIRECTED TOWARD THE POTENTIAL ACQUISITION OF COMPANY BY THE UNDERSIGNED.

THE UNDERSIGNED AGREES NOT TO DISCLOSE ANY OF THE PROPRIETARY INFORMATION TO ANY THIRD PARTY AND TO HOLD ALL SUCH INFORMATION IN THE STRICTEST OF CONFIDENCE UNLESS PERMITTED BY WRITTEN CONSENT OF THE COMPANY OR BY A COURT OR ADMINISTRATIVE BODY OF COMPETENT JURISDICTION. THE UNDERSIGNED ALSO AGREES NOT TO USE ANY OF THE PROPRIETARY INFORMATION FOR ANY PURPOSE WHATSOEVER EXCEPT IN CONNECTION WITH THE EVALUATION OF THE POTENTIAL ACQUISITION OF THE COMPANY. IF THE UNDERSIGNED DECIDES TO NOT ACQUIRE THE COMPANY, THEN THE UNDERSIGNED AGREES TO DESTROY OR RETURN ALL PROPRIETARY INFORMATION PROVIDED TO THE AGENT AND TO NOT RETAIN ANY COPY, REPRODUCTION, OR RECORDS ON THE COMPANY. THE TERM 'CONFIDENTIAL INFORMATION SHALL MEAN ANY AND ALL INFORMATION CONCERNING A COMPANY AS WELL AS THE FACT OF THE COMPANY BEING FOR SALE. THIS INCLUDES ALL BUSINESS INFORMATION, CUSTOMER INFORMATION, FINANCIALS, EQUIPMENT LISTS, LEASE AGREEMENT, AND TAX RETURNS.

THE UNDERSIGNED AGREES THAT IT IS UNDERSTOOD THAT THE SUMMARY DESCRIPTION OF THE COMPANY PREPARED BY THE AGENT IS NOT AUDITED, NOR DOES THE AGENT GUARANTEE OR VERIFY ANY INFORMATION GIVEN TO THE AGENT OR MAKE ANY WARRANTY OR REPRESENTATION AS TO ITS ACCURACY OR COMPLETENESS, AND DOES NOT GUARANTEE FUTURE BUSINESS PERFORMANCE. IT IS SOLELY THE RESPONSIBILITY OF THE UNDERSIGNED TO EXAMINE AND INVESTIGATE THE COMPANY, ITS ASSETS, LIABILITIES, FINANCIALS, TAX RETURNS AND ANY OTHER INFORMATION THAT MAY AFFECT THE UNDERSIGNED'S DECISION TO PURCHASE THE COMPANY. THE UNDERSIGNED AGREES TO HOLD HARMLESS AND INDEMNIFY THE AGENT FROM ANY CLAIMS OR DAMAGES FROM THE USE OF THE PROVIDED INFORMATION BY THE AGENT. IF DEEMED NECESSARY BY THE AGENT OR THE COMPANY, THE UNDERSIGNED GRANTS THE RIGHT TO OBTAIN A CREDIT REPORT THROUGH STANDARD REPORTING AGENCIES. THE UNDERSIGNED AGREES AND UNDERSTANDS THAT THIS INFORMATION WILL BE HELD IN STRICT CONFIDENCE AND ONLY USED FOR THE PURPOSE OF QUALIFYING THE UNDERSIGNED

IN THE EVENT OF THE UNAUTHORIZED DISCLOSURE OR USE OF THE CONFIDENTIAL INFORMATION OF A PARTY OR THE THREAT THEREOF, IN ADDITION TO ITS REMEDIES AT LAW AND OTHER REMEDIES AT EQUITY, THE PARTY WILL BE ENTITLED TO SEEK A RESTRAINING ORDER, PRELIMINARY INJUNCTION OR OTHER APPROPRIATE RELIEF SO AS TO SPECIFICALLY ENFORCE THE TERMS OF THIS AGREEMENT, AND THAT NEITHER THE UNDERSIGNED NOR ITS REPRESENTATIVES WILL OPPOSE GRANTING SUCH A RELIEF. ALL COSTS AND EXPENSES WILL BE REIMBURSED BY THE PREVAILING PARTY IF SUCH ENFORCEMENT IS INCURRED.

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA**

**AGENCY DISCLAIMER**

THE AGENT IS AN AGENT FOR THE COMPANY AND NOT THE UNDERSIGNED, UNLESS AGENT ENTERS INTO A WRITTEN AGREEMENT TO ACT AS THE UNDERSIGNED'S AGENT. AGENT OWES DUTIES TO THE COMPANY WHICH INCLUDES GOOD FAITH, LOYALTY AND FIDELITY. AGENT AGREES TO DISCLOSE TO THE UNDERSIGNED ALL ADVERSE MATERIAL FACTS ABOUT THE BUSINESS AS KNOWN TO THE AGENT. THE FUDICIARY RESPONSIBILITY OF THE AGENT IS TO THE COMPANY UNLESS OTHERWISE NOTED, AND AGREED IN WRITING.

ACKNOWLEDGED \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_ CELL \_\_\_\_\_ EMAIL \_\_\_\_\_