

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

* This information must be kept confidential *

Non-Disclosure and Confidentiality Agreement

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their business. INFORMATION provided on any business offered for sale by The Center is sensitive and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the The Center's fiduciary relationship with the Seller.

AGREEMENT

The undersigned prospective purchaser (herein referred to as "Buyer"), in agreement and acknowledgement between The Center for Financial, Legal and Tax Planning, Inc., (hereinafter referred to as "The Center") on behalf of the Seller, hereby understands and agrees that:

1. The term "Information" shall include the fact that the business is 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 The Center without retaining any copies, summaries, analysis, or extracts thereof.
2. Buyer will not disclose any Information regarding these businesses to any other party, except to those directly involved in the sale or to those who will provide Buyer with professional, legal, lender 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 a business to another party, and that party purchases or causes the purchase of that business without The Center, or if Buyer interferes with The Center's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of The Center's commission as outlined on the listing agreement for that business.
3. All negotiations concerning any business shown will be handled exclusively through The Center. No contact with the Seller, Employees, Suppliers, Customers, Franchise or, or Landlord, etc. is permitted without direct authorization from The Center.
4. 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 any third party, and all information received will be used only for investment and purchase of the businesses shown.
5. All information is provided by Seller and is not verified in any way by The Center. The Center is relying on Seller for the accuracy and completeness of said Information. The Center has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. The Center 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 The Center as to its accuracy or completeness. Buyer agrees to indemnify and hold The Center harmless from any claims or damages resulting from its use.
6. The Buyer should be aware that taking physical possession of a business prior to the legal closing may result in detrimental changes to the business and may affect the closing of the sale.
7. Buyer represents and warrants to have the legal and express authority to enter into this Agreement on behalf of any entity represented, and hereby personally guarantees the performance of this Agreement. This Agreement, if signed by an individual on behalf of a company, shall be binding on both the company and the individual or individuals so signing.
8. Buyer understands that a violation of this Agreement could subject Buyer to legal action by The Center and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if The Center named herein is joined in any litigation arising out of this Agreement. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Illinois without regard to the doctrine of conflicts of law. Any claim or controversies (of whatever kind or nature, including issues of fraud, misrepresentation, rescission, revocation, disclosure, or circumvention) the parties hereby agree to submit to arbitration according to the Commercial rules of the American Arbitration Association, and affirmatively waive any defenses as to jurisdiction or venue. Buyer agrees that the location of the consummation of this agreement is the First Judicial Circuit of Williamson County, Illinois and/or the U.S. District Court of the Southern District of Illinois as appropriate. This arbitration clause shall survive the termination of this Agreement.
9. This will acknowledge that on this date Buyer has received or will receive from The Center certain pertinent and confidential information relating to the sale of the following businesses and/or properties listed on page 2 in Section 10.

10. It is agreed that in consideration of confidential information given to Buyer by The Center as to the mentioned herein and entrusted to Buyer, Buyer agrees not to divulge the said Information to any third party, except those listed in Section 2. Buyer understands that The Center has an Engagement Agreement with the Seller(s) which provides for a commission payment. Buyer will not interfere or interact with the Seller(s) during the terms of such agreement(s), or within two (2) years after the termination of such agreement(s), without the written consent of The Center, and should the Buyer do so and does purchase, and/or enter any other financial agreement, including a management agreement with the Seller(s) and/or leases for the Seller(s) premise(s), Buyer will be liable for any and all damages that the The Center may suffer, including but not limited to the commission due to the The Center.

6707 – School Photography Business

The Center is considered the Agency first disclosing details of the above business to the undersigned.

- 11. This document and any appendices hereto contains the entire Agreement between the parties and supersedes any previous understandings, commitments or agreements, whether oral or written, pertaining to the subject matter of this Agreement.
- 12. Buyer understands and agrees to all terms of this Agreement and acknowledges a signed, faxed or scanned copy of this Agreement may be accepted as original.
- 13. This Agreement will expire two years from the date below.

The undersigned (Buyer) agrees to the terms of this 2 Page Agreement and expressly acknowledges reading and understanding such.

Buyer: Please PRINT Name: _____

Signature: _____ Date: _____

Company Name: _____

Address: _____ City _____ State _____ Zip Code _____

Email Address: _____ Telephone Number: _____

The Center

Signature: _____ Date: _____

DISCLOSURE NOTICE REGARDING AGENCY RELATIONSHIP

- 1. As a prospective purchaser, we want you to be aware of our role in any potential transaction involving the purchase of a business through The Center. Be it understood that the The Center’s duty is limited only to negotiating the sale of the business at mutually agreed upon terms and conditions between you and the Seller. The Buyer should be aware that, unless otherwise informed in writing, the The Center represents the Seller. As professionals, we are obligated to treat you honestly, and with integrity. Our duty of dealing with you in good faith co-exists with our fiduciary obligations to our client, the Seller and are acting as agents for the Seller.
- 2. Our compensation will be received from the Seller unless other arrangements are made with you in writing.
- 3. Prior to finalizing an agreement to purchase or invest in a 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 information regarding any business offered by the The Center. The Buyer will personally inspect the business they have an interest in and will satisfy themselves with their ability to conduct it and have a clear and distinct understanding that all profits are not-certain to occur in any business that Buyer may purchase.

I Acknowledge Reading, Understanding and Receiving this Disclosure Notice

Buyer’s Signature _____ Date: _____

Note: This information will not be disclosed to any individual or entity without the express consent of Named Individual(s) below. This information is required to adequately match business buyers with sellers.

Financial Statement as of ____ / ____ / ____

Name: _____

Address: _____

State: _____ City _____ Zip _____

Assets:

Cash In Banks	_____
US Government Securities	_____
Accounts, Loans & Notes Receivable	_____
Cash Surrender Value of Life Insurance	_____
Value of Businesses Owned	_____
Other Stocks & Bonds	_____
Real Estate	_____
Automobiles	_____
Household Furnishings & Other	_____
Personal Effects	_____
Other Assets – Itemize	_____

Total Assets \$ _____

Liabilities:

Notes Payable	_____
Liens on Real Estate	_____
Other Liabilities – Itemize	_____

Total Liabilities \$ _____

Net Worth \$ _____

Source of Income:

Salary	_____
Dividends & Interest	_____
Bonus & Commissions	_____
Real Estate Income	_____
Other Income	_____

Total Income \$ _____

I certify that the above information is true and accurate as of the above stated date.

X _____ Date _____