

**CONCORD VENTURES, INC.**  
NON-DISCLOSURE AGREEMENT

Name(s) \_\_\_\_\_

Company Name \_\_\_\_\_ Phone (Wk) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (H) \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

In consideration of Concord Ventures, Inc. (CV) providing me with proprietary information regarding businesses it offers for sale on behalf of its sellers (clients), I understand and agree to the following:

1) **CONFIDENTIALITY.** Proprietary Information provided to me is sensitive and confidential. Disclosure to others would be damaging to the businesses and CV's fiduciary relationship with the client. I agree:

- a) Not to disclose any Proprietary Information regarding these businesses for three years from the date hereof to any other person who has not also signed and dated this agreement, except to secure the advice and recommendations of my advisors (accountants, attorneys, etc.), in which case I agree to obtain their written agreement to maintain such confidentiality. "Proprietary Information" shall include the fact that the business is for sale plus other data provided me to assist in the review of a particular business, but shall not include any information, which is generally available to the public. If I decide not purchase any business, I will promptly inform CV of this fact and will deliver to CV all the Proprietary Information furnished to me without retaining copies, summaries, analysis or extracts thereof.
- b) Not to contact the clients, their employees, suppliers, customers, lien holders or landlord for three years from the date hereof except through CV. During this period, all correspondence, meetings, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented by CV to me or companies/individuals I represent will be conducted exclusively through CV.

2) **AGENCY DISCLOSURE.** CV is not my agent, but is an agent of the client, and has a contract providing for a fee to be paid by the client to CV upon the sale, trade, lease or exchange of client's business or property. I understand that CV, through its staff, will assist me in locating a business that I am interested in purchasing and assist me in acquiring financing for it. However, I understand and agree that such assistance, incidental advices and statements made in connection with the process will not convert any member of CV staff and officers into being my agent.

3) **CIRCUMVENTION.** I agree not to circumvent or interfere with CV's contract with the client in any way. I agree that if I interfere in any way with CV contract right to its fee, I will be personally liable for the payment of such fee. I understand that should I acquire any of the businesses disclosed to me by CV or become connected with the businesses in any way, a fee shall be due CV. I understand that if I make the purchase or other arrangements through CV then I will not be liable for the fee due CV. To conduct all further inquiries into the business(s) exclusively through CV and not to contact Client directly unless provided this authority by CV.

4) **CLIENTS INFORMATION.** Client has provided CV with information about the business. I understand that CV has not verified such information for accuracy and that the information provided to CV by the client may not be complete or may not provide me with all the information necessary for me to accurately evaluate the condition of such business. It will be up to me to determine what information requires proper evaluation regarding the business I am interested in purchasing. I understand that CV and its agents are not experts in the

