

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

Date: _____

Client Name & Company: _____

Our Agreement with the Owner(s)/Landlord(s) requires that we obtain a Non-Disclosure Agreement and evidence of financial ability if required before disclosing certain facts related to the subject business(s) and/or property(s). This information will and must always be kept **confidential**.

On this date: _____ **2023, McColly Bennett Commercial *advantage* (MBCA) (Brokers) Joel S. Henderson and _____**, desire to discuss a real-estate relationship between the Parties regarding the purchase of the business(s) and/or property(s) located at: **1908 E. Commercial Ave. Lowell, IN. 46356**

In consideration of **MBCA**, providing the information on the subject business(s) and/or property(s), and private information needed for the transaction of a sale, lease, etc., OF WHICH THE BUSINESS(S) and/or PROPERTY(S) NAMES(S) WILL ONLY BE DISCLOSED TO YOU UPON SIGNING THIS AGREEMENT, I understand and agree to the following:

1. All business(s) and/or property(s) shall treat the information conveyed pursuant hereto as confidential property. No Party(s) shall disclose such information to any other persons, advisors; nominees or Party(s) to evaluate or execute the transaction contemplates herein. The Party(s) agree that additional persons may receive this information if FIRST AND ONLY if they also sign this same CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT, and that the Party(s) agree not to make copy(s) of any portion of the information without the prior written consent of the Owner(s)/Landlord(s).
2. Not to disclose, for a period of three (3) years from the date I sign this Agreement, any information regarding these business(s) and/or property(s) to any other person(s) who has not also sign this Agreement, including my business advisors, accountants, and attorneys. "Information as used in this Agreement shall include but is not limited to the businesses(s) and/or, property(s), all financial and operational information, investors, customers or their business contacts.
3. Not to contact the business(s) and/or property(s), Owner(s)/Landlord(s), nominees, employees, suppliers, or customers except through the Broker/Agent listed below, on this Agreement. All correspondence inquires, Offers to Purchase, Letter of Intents, and general negotiations relating to the purchase, lease or other or together of any business(s) and/ or property(s) presented by the Agent referred to in this Agreement, will be conducted exclusively through the Agent.
4. That all information regarding businesses(s) and/or property(s) is provided by the Owner(s)/Landlord(s) or other sources and is not verified in any way by the Broker/Agent. Broker/Agent has no knowledge of the accuracy of said information and makes no warrant, express or implied as to the accuracy of such information. I agree to indemnify and hold Broker and it's Agents harmless from any claims or damages, which may occur by reason of the inaccuracy or incompleteness of any information, provided to me/us with respect of any business(s) and/or property(s), I might offer to purchase, lease or otherwise.
5. Damages for wrongful disclosure or use of the trade secrets or other confidential business(s) and/or property(s) information disclosed pursuant to this Agreement shall include any direct or consequential damages as well as all legal costs and attorney's fee for any successful action brought to enforce any provision of this Agreement. If any portion of this Agreement shall be held to be void under the law, the remainder of the Agreement will remain in full force and effect.
6. All Party(s) agree to permit the use of **emails/texts** in the negotiation of this Agreement in all manner and respects as an ORIGINAL document. The signature of any party(s) of any document transmitted by **emails/texts** shall consider having the same binding legal effect as an ORIGINAL. No Party(s) shall raise the use of an **emails/texts** as a defense to this Agreement and shall forever waive such defense.

I acknowledge that I have received an exact copy of this Agreement and I have read this Agreement carefully and fully understand it.

Client Authorized Signature

Date

MBCA Broker/Agent Signature

Date

This is a legally binding contract, if not understood seek legal advice.