



STANDARD "CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT"

This Non-disclosure Agreement (this "**Agreement**") is made effective as of _____ (the "**Effective Date**"), by (**Print Name**) _____ herein known as PROSPECT, acknowledges and agrees that PROSPECT approached URBAN BUSINESS BROKERS OF SCHAUMBURG, ILLNIOS (**BROKER**), and that **BROKER** was the first to advise them of the availability and details concerning the following business and/or real property opportunities:

Business Description	Listing Number	Initials
_____	_____	_____

PROSPECT understands and agrees that all dealings concerning the opportunities above will be handled through **BROKER** and that **BROKER is a Single Agent representing the seller, and has entered into agreements with Sellers for the payment of commissions.**

- CONFIDENTIAL INFORMATION.** The PROSPECT understands and acknowledges that the Confidential Information has been developed or obtained by the BROKER by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. BROKER will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information.". The Proprietary Information (including any copies thereof) In consideration for the receipt by the Recipient (PROSPECT) of the Confidential Information, the Recipient (PROSPECT) agrees as follows:

A) PROSPECT agrees to keep all the proprietary information confidential and shall not, without the prior written consent of BROKER, be disclosed by PROSPECT or its agents, representatives, or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT or its agents, representatives, or employees, other than in connection with the purchase of one of the opportunities described above. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives, or employees.

B) PROSPECT will not copy or modify any Confidential/Proprietary Information without the prior written consent of the BROKER.

C) PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied and will be returned to BROKER immediately upon BROKER's request pursuant to the terms and conditions of this Agreement.

- ii. **NO WARRANTY.** Any and all information provided to PROSPECT is provided for informational purposes only. BROKER does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that BROKER has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant.
- iii. **UNAUTHORIZED DISCLOSURE OF INFORMATION** - If it appears that the PROSPECT has disclosed (or has threatened to disclose) Confidential Information to a third party who purchases a business without **BROKER** assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of **BROKER'S** compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.
- iv. **TERM.** The obligations of this Agreement shall survive for two years from the date of this Agreement. PROSPECT agrees not to deal directly or indirectly with the Sellers of the opportunities listed above without the prior written consent of BROKER. If PROSPECT enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord, PROSPECT shall be liable for any and all damages **BROKER** may suffer, including but not limited to the Seller's commission payable on the sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. PROSPECT agrees and does hereby appoint **BROKER** its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation.
- v. **GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Illinois and any action or proceedings arising out of or in any way related to this agreement shall be brought solely and exclusively in a court of competent jurisdiction sitting in Cook County, Illinois. . This Agreement shall not be assignable by either

party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and expenses incurred at both the trial and appellate levels

- VI. The Seller is the intended beneficiary of all covenants of PROSPECT which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and a Seller may bring an action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does not represent a third party, governmental agency, or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to purchase said business. PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

Prospect Signature

Date

Prospect -Printed Name

Phone Number

Email

Address

City

State

Zip Code

Selling Agent Signature

Selling Agent Name

Urban Business Brokers
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