

13340 California St., Omaha, NE 68154 Office: 402-547-5064 / Fax: 1-402-493-4805 www.BHHSCommercialNE.Com

NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

	and acknowledgment between:(Business (es) will be
	ers Signature is obtained), hereafter known as "Seller," Berkshire Hathaway Home Service Ambassador Real Estate,
	HS Ambassador Real Estate, Ambassador Business Connections, any affiliates and/or associates, hereafter known as
'Broker," and	, (and to include any entities wherein the herein named "Buyer" or
	nily has a past, present or future interest in), the undersigned prospective Buyer(s) of the real estate and/or business entity(ies) (to be ture of Buyer), hereafter known as "Buyer".
(Initial)	WHEREAS Seller has listed their business and/or property for sale and/or lease with "Broker" and Seller desires that NO CONTACT SHALL be MADE DIRECTLY WITH SELLER until actual Purchase Agreement has been presented to SELLER, through Broker, and Seller has authorized direct contact.
	Seller and Broker agree to furnish to Buyer certain confidential and/or proprietary information relating to the property and/or business affairs rpose of allowing Buyer to evaluate the property and/or business of Seller for potential purchase by Buyer.
	Buyer agrees to review, examine, inspect and use such confidential and/or proprietary information for the <u>sole purpose</u> of allowing Buyer to nd/or business for potential purchase by Buyer.
	VN that Seller, through Broker, has furnished Buyer with certain confidential and/or proprietary documents and information and may further at to inspect the property and/or business of Seller and/or interview employees of the business, subject to the following terms and conditions
INITIAL EAG	CH PARAGRAPH
	 Buyer understands and agrees that Buyer shall not communicate with any employee of the business or other sources of information, such as vendors, companies which have trade relationships with Seller, bookkeepers, CPA's/accountants, or attorneys, <u>unless and until</u> the Seller gives permission to Buyer <u>in writing</u>.
	2. Buyer agrees that copies shall not be made of any information supplied to the Buyer by Seller or Broker.
	3. Buyer agrees that all information supplied to Buyer is to be considered confidential and/or proprietary and to treat such information as Seller's trade secret(s), and further to hold all information supplied to Buyer in the strictest confidence.
	4. Buyer agrees that if Buyer, Buyer's advisors, or other sources Buyer may use to obtain guidance or advice regarding the Seller's business, discloses or otherwise mishandles Seller's confidential and/or proprietary information or trade secrets supplied to Buyer, Seller will be damaged thereby. Buyer agrees that, in the event of such a breach of confidentiality or disclosure of trade secrets by Buyer, Buyer will pay to Seller as liquidated damages an amount of money necessary to fully compensate Seller for the breach of confidentiality or disclosure of trade secrets, including but not limited to any or all of the following: (1) the asking price as described in the Listing Agreement or Listing Information Sheet provided to Buyer by Broker; (2) any statutory damages available to Seller; and (3) any costs, including but not limited to legal fees, incurred by Seller and/or Broker to recover such damages. By signing this Agreement, Buyer acknowledges receipt of the Listing Information Sheet mentioned above and a copy of this Agreement.
	5. Buyer agrees that in the event Buyer develops a level of interest whereby Buyer decides to make an offer to purchase the property and/or business of Seller, Buyer will contact the Broker and not the Seller or anyone else associated with Seller or Seller's business so that the Broker can write up an Offer to Purchase Agreement ("Offer"). Buyer is encouraged to obtain legal representation and/or advice regarding the terms of the Offer prior to executing the Offer. Buyer understands and agrees that Broker must agree upon any proposed changes to provisions in the Offer which relate to or affect Broker's interests prior to the submission of the Offer to the Seller.

Berkshire Hathaway HS | Ambassador Real Estate / Ambassador Business Connections / NON-DISCLOSURE AGREEMENT

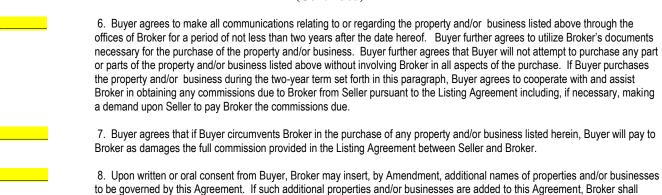
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(Continued)



send Buyer an updated copy of this Agreement (including the Amendment), which shall be signed by Buyer. Buyer agrees that references to the singular "property" and/or "business" in this Agreement encompasses the plural "Properties" and/or "businesses."

9. Buyer agrees that at the conclusion of discussions or negotiations regarding the sale and purchase of the property and/or business(es) listed in this Agreement, or upon demand by Seller or Broker, Buyer shall return to Seller or Broker any and all information provided to Buyer, including but not limited to written notes, photographs, video tapes, or memoranda.

DISCLAIMER: BROKER HAS NOT BEEN HIRED TO AUDIT THE PROPERTY AND/OR BUSINESS(ES) LISTED ABOVE AND CANNOT, AND DOES NOT, MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OF THE INFORMATION PROVIDED TO BUYER REGARDING SELLER'S BUSINESS. BROKER THEREFORE STRONGLY SUGGESTS THAT THE PROSPECTIVE BUYER OBTAIN LEGAL COUNSEL AND/OR OTHER PROFESSIONAL ADVISORS TO ASSIST BUYER IN EVALUATING THE BUSINESS AND IN REVIEWING ANY INFORMATION RELATING TO THE BUSINESS(ES) PRIOR TO MAKING ANY OFFER TO PURCHASE.

I HAVE READ THE FOREGOING AND AGREE TO ALL THE TERMS STATED HEREIN (A photo or facsimile copy of this shall be as binding as the original):

	1	Home #	Work #_	
Signature of Buyer	Date	Cell #	Email:	
Print Name	Title	Address	City/State	Zip Code
Received this day of , 20				
Agent Signature and Print Name				

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