

NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

Agreement and acknowledgment between: [REDACTED] (*Business (es) will be added after the Buyers Signature is obtained*), hereafter known as “Seller,” Berkshire Hathaway Home Service Ambassador Real Estate, Berkshire Hathaway HS | Ambassador Real Estate, Ambassador Business Connections, any affiliates and/or associates, hereafter known as “Broker,” and [REDACTED], (*and to include any entities wherein the herein named “Buyer” or his/her immediate family has a past, present or future interest in*), the undersigned prospective Buyer(s) of the real estate and/or business entity(ies) (to be listed above after signature of Buyer), hereafter known as “Buyer”.

[REDACTED] (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.

WHEREAS, Seller and Broker agree to furnish to Buyer certain confidential and/or proprietary information relating to the property and/or business affairs of Seller for the sole purpose of allowing Buyer to evaluate the property and/or business of Seller for potential purchase by Buyer.

WHEREAS, Buyer agrees to review, examine, inspect and use such confidential and/or proprietary information for the sole purpose of allowing Buyer to evaluate the property and/or business for potential purchase by Buyer.

BE IT KNOWN that Seller, through Broker, has furnished Buyer with certain confidential and/or proprietary documents and information and may further allow the Buyer the right to inspect the property and/or business of Seller and/or interview employees of the business, subject to the following terms and conditions:

INITIAL EACH PARAGRAPH

- [REDACTED] 1. 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, unless and until the Seller gives permission to Buyer in writing.
- [REDACTED] 2. Buyer agrees that copies shall not be made of any information supplied to the Buyer by Seller or Broker.
- [REDACTED] 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.
- [REDACTED] 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.
- [REDACTED] 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.

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(Continued)

- 6. Buyer agrees to make all communications relating to or regarding the property and/or business listed above through the offices of Broker for a period of not less than two years after the date hereof. Buyer further agrees to utilize Broker's documents necessary for the purchase of the property and/or business. Buyer further agrees that Buyer will not attempt to purchase any part or parts of the property and/or business listed above without involving Broker in all aspects of the purchase. If Buyer purchases the property and/or business during the two-year term set forth in this paragraph, Buyer agrees to cooperate with and assist Broker in obtaining any commissions due to Broker from Seller pursuant to the Listing Agreement including, if necessary, making a demand upon Seller to pay Broker the commissions due.
- 7. Buyer agrees that if Buyer circumvents Broker in the purchase of any property and/or business listed herein, Buyer will pay to Broker as damages the full commission provided in the Listing Agreement between Seller and Broker.
- 8. Upon written or oral consent from Buyer, Broker may insert, by Amendment, additional names of properties and/or businesses to be governed by this Agreement. If such additional properties and/or businesses are added to this Agreement, Broker shall 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)*:

/ 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