

Non Disclosure Agreement (NDA)

Date: _____

Authorized Pacific Agent: **Broker Name**

Purchaser's Name (s): _____

Address Line: _____

Email: _____

Phone: _____

The undersigned prospective purchaser(s) ("Purchaser") hereby requests confidential information, currently and from this time forward, on businesses represented by Pacific Business Brokers Inc ("Pacific"). Purchaser hereby acknowledges that Pacific first provided such information to the Purchaser. In consideration of Pacific having provided such information, the Purchaser hereby agrees:

1. Not to divulge such information to others, except to those of its employees and advisors who need to know such information for the said purpose and the Purchaser warrants that such employees and advisors are obligated to and will maintain such information in confidence and such obligations shall survive the termination of the Purchaser's interest in the business opportunity; and
2. To conduct all further inquiries into the business opportunities exclusively through the offices of Pacific and
3. That upon requested from Pacific or Broker or if there is no further interest in the business who's information was provided to Purchaser, Purchaser warrant to return any such information to broker and/or to destroy any electronic information provided by Broker to Purchaser and advise Broker of having done so.

Agency Disclosure

The Purchaser acknowledges that Pacific represents the interests of the Seller and the Purchaser, and there has been, and is dual agency. All fees due to Pacific are, and will be, the responsibility of the Seller. Pacific, as an agent to the Seller, acts under an engagement agreement with the Seller and has affirmative obligations to both Purchaser and Seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting in dealing with the Seller. In addition, Pacific has affirmative obligations to the Purchaser and Seller of honest dealing and disclosure.

Initial: _____

Counsel Disclosure

Purchasers are advised to seek counsel from a lawyer, Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through Pacific.

Initial: _____

Information Disclosure

The Purchaser acknowledges that all information and material on each business opportunity provided by Pacific has been provided to Pacific by the seller of the business for confidential use by the Purchaser for the sole purpose of evaluating a business opportunity as a potential Purchaser. It is understood that money damages may not be a sufficient remedy for any breach of the Purchaser's obligation regarding confidentiality and it is hereby agreed that Pacific and the owners of the businesses will be entitled to specific performance and injunctive relief in addition to all other remedies available at law or equity as further remedies for any such breach. The seller believes that information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Pacific makes no representations or warranties, expressed or implied, regarding the information provided to Purchaser.

Initial: _____

Risk Disclosure

Business opportunities by their very nature carry risk including obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, a Purchaser could incur a loss, including but not limited to their entire investment. Purchaser acknowledges that they understand these risks and that Pacific cannot and does not in any way warrant or guaranty the future vitality or prospects of any business.

Initial: _____

By signing below the prospective Purchasers acknowledge that they have read and understood the disclosures stated above.

RECEIPT OF A COPY AND ACCEPTANCE OF THE TERMS OF THIS ACKNOWLEDGEMENT AND AGREEMENT IS HEREBY ACKNOWLEDGED AND CONFIRMED.

Purchaser: _____

Purchaser: _____