

LIST SELL BUY SC LOWCOUNTRY BIZ BROKER, LLC.

CONFIDENTIALITY NON- DISCLOSURE AGREEMENT ("NDA")

The undersigned _____ ("Prospect") acknowledges and agrees that Prospect approached **LIST SELL BUY SC LOWCOUNTRY BIZ BROKER, LLC.** ("**LIST SELL BUY**"), and that **LIST SELL BUY** was the first to advise me (us) of the availability and details concerning the following business opportunities:

<u>LISTING #:</u>	<u>TYPE OF BUSINESS:</u>	<u>INITIALS:</u>
1) _____	_____	_____
2) _____	_____	_____

1. Prospect understands and agrees that all dealings concerning the business opportunities above (individually & collectively, the "Business Opportunity") will be handled through **LIST SELL BUY** and that **LIST SELL BUY has entered into agreements with Seller(s) for the payment of commissions (the "Agreement")**. Provided prospect qualifies, **LIST SELL BUY** 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 will be kept confidential and shall not, without the prior written consent of **LIST SELL BUY**, 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 its agents, representatives or employees, other than in connection with the purchase of one of the opportunities described above Prospect, shall be personally fully responsible for any breach of this Agreement, whether from its actions, or those of its agents, representatives and employees. The Proprietary Information (including any copies thereof) will be returned to **LIST SELL BUY** immediately upon **LIST SELL BUY'S** request. Prospect agrees that it shall not retain any copies of the Proprietary Information furnished pursuant to and in reliance upon this Agreement.

2. Any and all information provided to Prospect is provided for informational purposes only. **LIST SELL BUY** 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 and information given. Prospect acknowledges that **LIST SELL BUY** 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.

3. In the event Prospect discloses the above Business opportunities to a third party who purchases such business without knowledge and/or assistance of **LIST SELL BUY**, then Prospect, in addition to the remedies specified herein, shall also be responsible to pay **LIST SELL BUY** an amount equal to the commission which would have been paid by the Seller of such Business Opportunity to **LIST SELL BUY** based upon the Agreement or based upon the actual sale price of the Business Opportunity to Prospect, whichever is greater

4. For a period of two years from the date of this Agreement, Prospect agrees not to deal directly or indirectly with any Seller of a Business Opportunity without the prior written consent of **LIST SELL BUY**. If PROSPECT enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of a Business Opportunity, including a leasing of the business premises from the Seller or its Landlord, Prospect shall be liable for any and all damages **LIST SELL BUY** may suffer, including but not limited to an amount equal to the commission which would have been paid to the Seller of such Business Opportunity to **LIST SELL BUY** based upon the Agreement or based upon the actual sale price of the Business Opportunity to Prospect, whichever is greater. Prospect agrees and does hereby appoints **LIST SELL BUY** its attorney-in- fact to execute all documents necessary to place a lien on the assets of the Business Opportunity to collect its compensation, and this Agreement shall be the consent to do so as required by South Carolina Statutes.

5. This Confidentiality Agreement shall be governed by the laws of the state of South Carolina. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party reasonable attorneys' fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in any Court having jurisdiction in and for County of Beaufort, SC. and where available in the City of Beaufort, SC. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues; therefore, any action brought by either party, alone or with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

6. The Seller of each Business Opportunity is the intended beneficiary of all of Prospect's covenants hereunder, including without limitation the covenants concerning the use of information disclosed to Prospect's; and any such Seller may bring an action to enforce such covenants and agreements made by Prospect. Prospect represents and warrants to **LIST SELL BUY** that Prospect does not represent and is not acting in behalf of a third party, governmental agency or competitor of the Business Opportunity, nor is Prospect employed by a competitor, and the sole purpose for receiving any information regarding a Business Opportunity is Prospect's interest and/or desire to purchase such Business Opportunity. Prospect acknowledges receiving a copy of this Confidentiality Agreement, and a fax or scanned copy with signatures shall be considered as an original.

Agreement dated as of _____, 20____

LIST SELL BUY SC LOWCOUNTRY BIZ BROKER, LLC.

Prospect's Signature

By: _____, Agent
Signature

Address: _____

_____, Agent

Phone #: _____ Email _____

Print Name