

Broadway Ocean Markets
CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

(“Effective Date”) by and between Broadway Ocean Markets (“Broker”) and:

Prospect / Buyers Name: _____; his/her agents or assigns (individually & together “Prospect”)

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Driver’s License /EIN Number#: _____

Phone: _____ **E-Mail:** _____

BUSINESS LISTING ID NUMBER (the “Listing”): _____

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

Our agreement with the Seller requires that we obtain a Confidentiality Agreement and evidence of financial ability before disclosing the name and location of his/her business.

In consideration of the Broker, Broadway Oceans Market, providing the information on businesses for sale/lease, land, or property, I/We understand and agree as follows:

1. Confidential information:

a. That any information provided on any business is sensitive and confidential and that its disclosure to others may be damaging to the businesses and their owners. Certain confidential and proprietary information related to the Business (“Confidential Information”), which shall include information relating to non-public, confidential and proprietary operations, properties, personnel, financial information, materials, products, technology, computer programs, manuals, business plans, software, marketing plans, and other information disclosed or submitted, orally, in writing, or by any other media solely relating to Prospect’s interest in purchasing the Business. Prospect agrees not to disclose, publish or otherwise reveal any of the Confidential Information to any other parties, agents, representative or employees whatsoever without the prior written consent of Seller, except that Prospect may disclose the Confidential Information to Prospect’s legal counsel, accountant or lender.

b. Not to reproduce or disclose for a period of three years from the date I/We sign this Confidentiality Agreement, any information regarding these

businesses and/or property to any other person who has not also signed the Agreement, except to secure the advice and recommendations of my business advisors, accountants, attorneys, etc. "Information" as used in this Agreement shall include the fact that the businesses and/or property are for sale, plus any other data provided.

c. Not to contact the business owners or their landlords, employees, suppliers, or customers except through the Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business and/or property presented by the Broker will be conducted exclusively through the Broker.

d. When visiting the premises of a business covered by this agreement, the undersigned agrees to conceal any and all marketing materials provided by Broadway Ocean Markets or by the Seller and will not openly discuss the business availability in the presence, or within earshot, of any customers, clients or employees without permission of the Seller.

e. Not to circumvent or interfere with the Broker's contract with the Seller in any way, I/We understand that if I/We interfere with the Broker's contract right to its fee from the Seller, I/We may be personally liable to Broker for payment of the Seller's fee. We understand that should I/We become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale or should I/We buy, trade, lease, or exchange any of the businesses and/or real estate disclosed to me/us, then a fee will be due to the Broker. I/We understand that if I/We make the purchase through the Broker, I/We will not be liable for the fee to be paid by the Seller to the Broker.

2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/We shall make an independent verification of said information prior to entering into an agreement to purchase to purchase any businesses. I/We agree that the Broker is not responsible for the accuracy of any of the information I/We receive or fail to receive, and I/We agree to indemnify and hold the Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/We might purchase.

3. That should I/We enter into an agreement to purchase a business and/or real property, I/We will provide a financial statement and a personal and business history, and I/We authorize the Seller to obtain, through standard reporting agencies, financial and credit information about me/us or the companies I/We represent.

4. Seller as Third Party Beneficiary - Prospect acknowledges that the Seller has the right to protect the Confidential Information and to obtain the benefits

hereunder. Accordingly, and for such limited purposes only, the Seller shall be considered an intended third-party beneficiary hereunder. The fact that Seller is not a signatory to this Agreement shall not prohibit, alter, or limit Seller's or Broker's right to enforce the terms hereof.

5. Representation - Prospect understands and agrees that Broker is a transaction broker as defined in the State of Maryland. As such, the Broker is not a single agent or representative of Seller or Prospect.

6. Prospective purchaser acknowledges that he/she is not a representative, agent, or informant for any event collection agency.

7. Advice - Prospect understands, agrees and acknowledges that Prospect has been advised to consult an attorney and/or certified public accountant for assistance in reviewing and verifying the legal, financial and/or any other pertinent information concerning the Business. Prospect further understands and agrees that Broker is merely acting as a conduit of information and has not made any independent investigation of the accuracy of the information provided by Seller. Prospect agrees to independently verify all representations and warranties made by Seller and understands that Broker has not made nor will it make any verification or warranty regarding any information provided.

8. Procuring Cause - Prospect hereby recognizes Broker as the procuring cause of any purchase or other act set forth in paragraph 2 above and agrees that for a period of two (2) years from the Effective Date not to deal directly or indirectly with the Seller, its agents, representatives or assigns, without the prior written consent of Broker. If Prospect, or an entity in which Prospect has an interest, or person or entity introduced to the Business and/or Seller by Prospect, enters into a (a) sale and/or purchase agreement, (b) management contract or other financial arrangement with Seller with respect to the Business or part thereof, including leasing the Business premises from Seller or Seller's landlord, Prospect shall be liable to Broker for any and all damages Broker may suffer, including but not limited to the payment of the full commission due Broker under a separate agreement with Seller. To ensure the collection of its compensation, Prospect hereby grants Broker the right to place a lien on the Business assets which may be acquired by Prospect in violation of this Agreement, and Prospect agrees and does hereby appoint Broker its attorney-in-fact to execute all documents necessary to perfect such lien, and this Agreement shall be Prospect's consent to do so as required by the State of Maryland.

9. Warrantees - Prospect represents and warrants that it does not represent any third-party competitor of the Business, and is not an employee of a competitor business. Prospect warrants that the sole purpose of requesting and receiving information on the Business is to possibly affect a purchase or merger and/or acquisition, and none other, and Prospect knows that Seller and Broker are relying upon such representations in disclosing the Confidential Information to Prospect. Prospect further warrants that it is financially capable of purchasing

the Business, has not filed for an undisclosed bankruptcy, and has not been convicted of any felony or crime.

10. No implied waiver - Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

11. Consent & Jurisdiction - This Agreement shall be governed by the laws and construed in accordance with the laws of the State of Maryland, and the parties' consent and agree that Howard County, Maryland, shall be the sole and exclusive venue for all proceedings relating to this Agreement and/or its subject matter, including without limitation the enforcement hereof. Prospect hereby waives all objections to establishing venue elsewhere. Prospect agrees that in the event of any breach or threatened breach of the confidentiality provisions contained herein, Seller or Broker may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Broker and/or Seller against any such breach or threatened breach.

12. Attorney's Fees - In the event of any dispute or litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs, and expenses incurred in both the trial court and appellate levels.

13. Copies - Prospect has received a copy of this Agreement, and a fax or electronically transmitted copy with signatures shall be considered as an original. Prospect's Signature Date (Print TWA Agent) Date

Estimated Liquid Assets for Investment = \$ _____	Estimated Net Worth = \$ _____
Credit Score: _____	Relevant Business Interests / Experience:

CONFIRMED AND AGREED:

Prospect / Buyers Name: _____

Signature: _____ Date: _____