



**CONFIDENTIALITY  
Non-Disclosure/Non-Circumvention  
AGREEMENT**

The manner of agreement with our business-owner clients requires that we assure them of the confidentiality of all material entrusted with us, which concerns their particular businesses. In order to share any information on these businesses, we must also entrust business buyers in the same confidentiality.

In consideration for and inducement of the furnishings by BND Commercial, LLC ("BND"), and by the owners of businesses available for acquisition of information on such businesses, it is hereby agreed:

1. Hold all information supplied by us in strict confidence and limit disclosure of the sale proposals and data to those persons whose counsel or assistance may be necessary to consummate a purchase.
2. Information means all oral or written data, reports, records or materials ("Information") obtained from us or The Company, including the name, address and type of business of The Company, the knowledge that The Company may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such information to the extent that such information: (I) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company; (iv) is independently developed by the undersigned without use of any information supplied hereunder; or (v) is obligated to be pursuant to applicable law, regulation or legal process.
3. Understand that any damages caused to the businesses in question as a result of details disclosed to uninvolved parties is the undersign's liability.
4. Direct all inquiries, communications, and visits to the properties involved through BND's office.
5. Return to us all materials submitted to you for your review within five (5) working days, in the event that you choose not to pursue an acquisition.
6. Understand that while the information was prepared with care and accuracy, we can neither warrant nor assume responsibility for its accuracy or adequacy. The degree of investigation and verification of subject company information is a matter of the undersign's independent judgment and discretion.
7. In consideration of the information furnished and presentation to me of the places of business listed below as being available for sale or lease, I agree that should I buy, lease, or come into possession of any of them within two years from the date hereof, that I will protect the Broker's right to a commission. I understand that the Broker has a listing agreement or contract with the owner or his/her authorized agent of the places of business listed below which provides for a commission payment. If I interfere in any way with the Broker's contractual right to a commission from the Seller, I may be personally liable for the payment of that commission.

8. Understand and agree that the Broker, or its Agent, in bringing Buyer and Seller together has fulfilled its primary function and that Buyer agrees to hold Broker and its Agent harmless from any liability arising out of the sales, exchange and/or trade of property listed herein. Prior to consummating any transaction, it is the responsibility of the undersigned to independently verify all relevant information. BND is not responsible for the accuracy of any information and the undersigned agrees to indemnify and hold BND harmless from any claim resulting from its use. The undersigned will look only to Seller and the undersigned's investigation for all information regarding any business offered through BND. Buyer understands that the business owner has engaged BND to introduce qualified Buyers for their business and will compensate BND for a successful sale transaction. BND, its agents and representatives are not Agents for the Buyer unless so employed under separate engagement agreement stipulating the agency representation acceptable to the parties.
9. Buyer acknowledges that it is a principal and not an agent on behalf of any other party in connection with the purchase of the business. Buyer agrees that in the event it is working with any other broker or agent other than BND in connection with the business, Buyer will be solely responsible for paying such broker's fee.
10. Buyer further understands that BND, its agents have advised you to seek independent Financial and Legal counsel regarding your search for a business opportunity. If you do not have an advisor in these areas, BND may provide a list of referrals.

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 The undersigned prospective purchaser ("Buyer") acknowledges being first introduced to the business identified herein by BND Commercial, LLC and requests information relating to the following business opportunities:

Business I am interested in: Specialty Tool Company  
*Must be filled in – Blank Space not Acceptable*

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

NAME (Please print) \_\_\_\_\_

ADDRESS (Street, City, State, Zip) \_\_\_\_\_

PHONE NUMBER & EMAIL \_\_\_\_\_

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For More Information Contact:

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***No additional information will be released until the Buyer has been pre-qualified by the Broker.***