



Confidentiality Agreement

4030 Wake Forest Rd., Suite 300, Raleigh, NC 27609
Tel – 919-881-9997, Fax- 919-287-2848

Our clients require that we obtain a confidentiality agreement along with information relating to your financial ability, before disclosing the name, location, and other specific information about their businesses. In consideration of our furnishing additional information to you, you agree that:

1. Any information with respect to our clients (including the fact that the client is considering a sale) is highly sensitive and strictly confidential and you will maintain such information with the utmost confidence.
2. You'll use information we provide solely to evaluate your potential acquisition of our clients' business. You won't use it for competitive purposes or for any other purpose inconsistent with this Agreement.
3. You'll take any necessary steps to ensure that the information will remain confidential and will not be disclosed or revealed to third parties. You may share this information with your attorneys and advisors who agree to maintain its confidentiality, but you'll be liable for any disclosure by those advisors.
4. We haven't independently confirmed the accuracy of the information. It's your responsibility during the purchase process to confirm the accuracy of any and all information we provide to you. You waive any claims you may otherwise have against us, our agents and employees, resulting from any inaccuracy or incompleteness of the information we provide.
5. At our request, you'll promptly destroy all information, including any materials you have created.
6. Without our prior written permission, you won't contact owner(s), employees, vendors, customers or others associated with the business. You will not, directly or indirectly, interfere with any customer or supplier relationship between a client's business, and any other person or business entity, or induce or assist anyone in inducing in any employee, consultant, broker/agent of the Client or the business, to resign, or sever their relationship, or to terminate or breach any employment of other business relationship with the client or the business.
7. You'll be responsible for paying us the fee we would otherwise have received from our client if (a) instead of purchasing a business we've disclosed, you enter into a substitute agreement with our client, or (b) if you breach this Agreement in a way that interferes with our contractual rights to a fee from the Seller.
8. You'll provide accurate personal, financial and credit information to Seller upon entering into any purchase agreement involving financing by the Seller.
9. Our clients may suffer grave and serious harm from unauthorized disclosures. Any unauthorized disclosure by you, your representative, or anyone to whom you've disclosed information, will be deemed to be a material breach by you of your obligations under this Agreement and will entitle our client (as 3rd party beneficiary), as well as us to seek (a) monetary damages, including but not limited to consequential and incidental damages, and (b) injunctive relief. Please be aware that the monetary damages suffered by our Clients from an unauthorized disclosure could be significant.
10. This Agreement prohibits disclosures of information that occur through the course of our relationship. It does not cover information which becomes public knowledge, as a result of activities not initiated by you or your representatives. The obligations contained in this Agreement will continue for a period of 3 years from the date of this Agreement.
11. This Agreement is governed by North Carolina law, supersedes any prior understandings, and is the final expression of our agreement. Any disputes arising under this Agreement will be submitted to an Arbitrator sitting in Raleigh, appointed by the American Arbitration Association, whose decision will be final and binding.

This Agreement does not require counter-signature by Entrust or our client. It will become binding immediately upon your signature alone. We will rely on it in providing information to you, and it will continue to apply to any company whose information we provide to you.

Signature _____ Date _____ Print Name _____

Signature _____ Date _____ Print Name _____