

CONFIDENTIALITY AGREEMENT

EXPLANATION:

Thank you for your interest in one or more of our listings.

Since our agreement with our Sellers requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose additional information about the business to a prospective buyer, we've enclosed a copy of our Non-Disclosure Confidentiality Agreement for you to complete. This agreement only insists that you keep any information we forward to you confidential. There is no other commitment for you to make in any way, just your commitment to confidentiality. **(Your personal information on this form will be held in strict confidence and will not be shared with anyone.)**

Please initial page one, complete page two of the agreement and sign it. Please make sure to identify which business(s) you want information on in the Business Descriptions portion on page two, and please provide us with your fax number, as some of our information is not available in e-mail format and must be faxed. Also use "our" Listing Numbers to help us identify the exact listing since many are very similar. Please write legibly.

After completing the Agreement, fax, e-mail or mail by post both pages of the agreement back to us. We can then provide you with the information we have on the business(s) you requested and any other information you might want as it becomes available to us.

Feel free to contact us with any questions.

We appreciate your consideration and will work hard to earn your business.

G. A. Bennett

G. A. Bennett

THE BENNETT GROUP, INC.

426 Soddy View Lane • Soddy, Tennessee 37379

Phone: 423-413-9436 • Fax: 423-332-0787

Website: www.thebennettgroup.us • E-mail: gab@thebennettgroup.us

THE BENNETT GROUP, INC.

Non-Disclosure and Confidentiality Agreement

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their business.

INFORMATION provided on any business offered for sale by the Broker is sensitive, and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Brokers fiduciary relationship with the Seller.

AGREEMENT

The undersigned prospective **Purchaser** (herein referred to as Buyer), in consideration for the Principals, Associates, Agents, Clients or Employees of **THE BENNETT GROUP, INC.** (herein referred to as Broker) providing Buyer with information on any business offered for sale through Broker, hereby understands and agrees that:

1. **The term "Information"** shall include the fact that the business is for sale and other confidential data. The term Information does not include any information that is, or becomes, generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker without retaining any copies, summaries, analysis or extracts thereof.
2. **Buyer will not disclose** any information regarding these businesses to any other party, except to those directly involved in the sale or who will provide professional legal or financial advice, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Brokers right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Brokers commission as outlined on the listing agreement for that business.
3. **All negotiations** concerning any business shown will be handled exclusively through Broker. No contact with the Seller, Employees, Suppliers, Customers, Franchisor, or Landlord, etc. is permitted without direct authorization of the Broker. Buyer further agrees that if he/she should purchase or become an owner of any portion, lease, become manager of, or come into possession of any business introduced to him by THE BENNETT GROUP, INC. through negotiations with the seller or his representative without the Broker's involvement within one year from the date hereof, then a commission is due the Broker, and buyer will assume that responsibility.
4. **Buyer will not use**, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for Buyers own benefit or for the benefit of any third party, and all information received will be used only for the purpose of investment and purchase of the businesses shown.
5. **All Information is provided by Seller** and is not verified in any way by Broker. Broker is relying on Seller for the accuracy and completeness of said information. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to such Information. Broker may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Broker as to its accuracy or completeness. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.
6. **Prior to finalizing an agreement** to purchase or invest in a business, it is Buyer's responsibility to perform due diligence and make an independent verification of all information.
7. **Buyer represents and warrants** to have the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.

Initials

Continued:

8. **Buyer understands that a violation of this Agreement** could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Broker named herein is joined in any litigation arising out of this agreement.

9. **This will acknowledge** that on this date I have requested and will receive and/or review from THE BENNETT GROUP, INC. certain pertinent and confidential information relating to the sale of the following business(es) or properties for my sole and personal consideration. Buyer also acknowledges that the terms of this same Confidentiality Agreement will apply to any information received for any business or real estate opportunity presented to the Buyer by THE BENNETT GROUP, INC. or any representative of THE BENNETT GROUP, INC. at any time in the future.

Business Description(s) you are interested in: _____

As a reminder, please do not talk to the owner, the employees, any customers, landlord or suppliers.

THE BENNETT GROUP, INC. IS CONSIDERED THE AGENCY FIRST DISCLOSING DETAILS OF THE ABOVE BUSINESS TO THE UNDERSIGNED.

The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding, and Receiving a Copy of This Document. Please print legibly.

Please PRINT Full Name: _____

Company Representing: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

E-Mail Address: _____

Signature: _____ Date: _____

FOR THE BENNETT GROUP, INC.

Broker (Print): G. A. Bennett Signature: _____ Date: _____

As a reminder, please do not talk to the owner, the employees, any customers, landlord or suppliers.

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