

**NON-DISCLOSURE AGREEMENT**

The Charter Group, Ltd., Campau Square Plaza Building, Suite 506, 99 Monroe NW, Grand Rapids, Michigan 49503 (Broker) represents the Seller, and the Seller pays the fees of the Broker. Our agreement with the Seller requires that we obtain a Non-Disclosure Agreement, and evidence of financial capability, before disclosing the name and location of the Company. For the purpose of this agreement, "Company" shall mean the assets and/or the stock of the business being offered for sale by the Company and/or Stockholders. This information will be kept confidential.

In consideration of the Broker providing me(us) with confidential information on companies it offers for sale, I(we) understand and agree:

- 1) As used in this agreement, "Confidential Information" shall mean all information concerning the Company which is not generally available to or known by the general public, including but not limited to information concerning the Company's customers, suppliers, products, equipment, processes, methods, research, development, improvements or inventions, purchasing, accounting and marketing, customer lists, supplier lists, financial information, cost and pricing information, personnel information, designs, specifications, drawings, sketches, prints, or other data concerning products, equipment, or methods of manufacturing, whether set forth in any document or conveyed orally by any owner, director, employee, agent or other representative of the Company. All such "Confidential Information" shall be used only for the purpose of deciding whether to purchase the company or company assets. Any other use of "Confidential Information" is a breach of this Agreement.
- 2) To indemnify the Company and hold it harmless from any loss, charge or expense (including but not limited to reasonable attorneys fees) which the Company sustains as the result of any dissemination, disclosure, or use of the Confidential Information which is not in accordance with the terms and conditions of this agreement, or which arises from any breach by me(us) of this agreement.
- 3) To authorize Broker to fax information to me concerning clients of Broker.
- 4) Not to disclose any information regarding these businesses to any other person who has not also signed and dated this agreement, except to my attorney or CPA, in which case I(we) agree to obtain their agreement to maintain such confidentiality and to be subject to the terms and conditions of this agreement. "Information" shall include the fact that the company is for sale plus any other data provided.
- 5) Not to contact the respective Company owner, employees, suppliers or customers except through Broker. Nor to hire or attempt to hire employees of these companies.
- 6) That all information is provided by the Company or other sources, and is not verified in any way. Broker is relying on Company or such other sources for the accuracy of said information; has no knowledge of the accuracy of said information, and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, prior to entering into an agreement to purchase said business, I(we) shall make such independent verification as I(we) deem necessary of said information. I(we) agree that 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 Broker and its agents harmless from any claims or damages resulting therefrom. I(we) will look only to company and to my(our) investigation.
- 7) The undersigned acknowledge the property interest of Broker in a commission on any negotiated sale, and agree that any buy-sell agreement shall contain language acceptable to Broker to provide for disbursement of said commission to Broker at time of closing. Any such buy-sell agreement shall also provide a disclaimer, with language acceptable to Broker, stating that Broker will be disclosing information provided by other outside parties, and makes no representation as to accuracy of any of that information provided.
- 8) That all correspondence, inquiries, offers to purchase and negotiations relating to the purchase of any business presented by Broker to myself(ourselves), or affiliates I(we) represent, will be conducted exclusively through Broker.

**It is acknowledged that Broker has advised review with legal counsel.**

**Name (Please print):** \_\_\_\_\_

**Available Capital:** \_\_\_\_\_

**Title (Please print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name (if applicable):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Fax To: 616-235-3568**

**Address:** \_\_\_\_\_



**Phone:** \_\_\_\_\_

**The Charter Group  
99 Monroe Ave NW, Suite 506  
Grand Rapids, MI 49503  
616-235-3555**

**Email:** \_\_\_\_\_

[www.charter-group.com](http://www.charter-group.com)