Non-Disclosure of Confidential Information and Buyer Profile

I acknowledge and agree that Kennels and Horsefarms is the first to advice me of the availability and details concerning the businesses and/or real property opportunity for which I initiated this inquiry, and for all future inquiries concerning other properties listed on the Kennels and Horsefarms site.

In anticipation of the confidential information to be disclosed to me, I understand and agree:

1) **That any information provided on this business is sensitive and confidential and that its disclosure to others may be damaging to the business and its owner(s). I understand and agree that all dealings concerning the above referenced business will be handled through Kennels and Horsefarms and that Kennels and Horsefarms has entered into an agreement with the Seller for the payment of commissions. Kennels and Horsefarms will furnish to me certain proprietary information relating to the various operations, properties, personnel, financials and other matters which are non-public, confidential and/or proprietary in nature. This information will be kept confidential and shall not, without prior written consent of Kennels and Horsefarms, be disclosed by me or my/our agents, representatives or employees, other than in connection with the purchase of the above referenced opportunity. I am fully responsible for any breach of this Agreement by myself, my agents, representatives or employees.**
2) **Not to disclose any information regarding this business to any other person who has not also signed this Agreement except to secure the advice and recommendations of my business advisors (accountants, attorneys). "Information" as used in this Agreement shall include the fact that the business is for sale, and any other data provided.**
3) **Not to contact the business owner or their landlord, employees, suppliers or customers except through Kennels and Horsefarms. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase of the business will be conducted exclusively through Kennels and Horsefarms.**
4) **Not to circumvent or interfere with the Kennels and Horsefarms' contract with the Seller in any way. I understand that if I interfere with the Kennels and Horsefarms' contract right to its fee from the Seller, I may be personally liable to Kennels and Horsefarms for payment of Seller's fee.**
5) **That all information regarding the business for sale is provided by the Seller or other sources and is not verified in any way by Kennels and Horsefarms. Kennels and Horsefarms 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 shall make an independent verification of said information prior to entering into an agreement to purchase the business. I agree to indemnify and hold Kennels and Horsefarms and its agent(s) harmless from any claims or damages which**

may occur by reason of the inaccuracy or incompleteness of any information provided to me with respect to any business I might purchase.

6) **I specifically agree not to use this information to go into competition with the above mentioned business.**
7) **I represent and warrant to the Seller and the Kennels and Horsefarms that I have the capacity (individually or with retained business representatives) to make an independent review and reach an independent judgment about the value, strengths and/or weaknesses and/or potential of the business. I am advised to seek counsel from a lawyer, accountant or other parties necessary to make an informed decision regarding the purchase of any business opportunity bought through Kennels and Horsefarms.**
8) **That Kennels and Horsefarms is not an agent for me, but is an agent for the transaction (dual agency) and has a contract providing for a fee to be paid by Seller upon sale, trade, lease or transfer of Seller's business.**
9) **If, after review of the materials provided by Kennels and Horsefarms, I have no further interest in the business, I warrant to return all such information to Kennels and Horsefarms and/or destroy any electronic information provided to me.**
10) **I represent and warrant to Kennels and Horsefarms that I do not represent a third party, governmental agency or competitor of the above referenced business, nor am I employed by a competitor and the sole purpose of receiving any information regarding the business it to purchase said business. I acknowledge receiving a copy of this Agreement and a an electronic signature shall be considered as original.**
11) **I that I have read this Agreement carefully and fully understand it.**

Any breach of this provision may be construed to have caused irreparable harm.

Signature_____**Date**_____

Printed name_____

Address_____
City and State_____
Phone_____**Fax**_____
E-mail_____

email: brokers@kennelsandhorsefarms.com
610 Centennial Road
Rutherfordton, NC 28139