

NON-DISCLOSURE AGREEMENT

In connection with the possible acquisition of a BUSINESS or REAL ESTATE CAROLINA COMMERCIAL REAL ESTATE, INC has and will furnish to you information regarding BUSINESS or REAL ESTATE, including but not limited to the financial condition, operations and prospects for the BUSINESS or REAL ESTATE (the Proprietary Information). In consideration of CAROLINA COMMERCIAL REAL ESTATE, INC (hereafter, BROKER) providing me (us) with the information on the BUSINESS or REAL ESTATE it offers for sale, I (we) understand and agree:

- 1. That any information provided on any business or real estate to me (us) by the BROKER may be sensitive and confidential and that its disclosure to others may be damaging to the described business or real estate and its owners.**
- 2. Not to disclose any information regarding this business or real estate to any other person(s) who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I (we) agree to obtain their agreement to maintain such confidentiality. Information shall include the fact that the business or real estate is for sale plus any other data provided.**
- 3. Not to contact the prospective business or real estate owner, employees, suppliers, or customers, except through the BROKER. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business or real estate presented to me by BROKER will be conducted exclusively through BROKER and BROKER will make arrangements for all meetings between the seller and I.**
- 4. That all information is provided by the seller or other sources and is not warranted in any way. BROKER is relying on seller 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 or real estate, I (we) shall make such independent verification as I (we) deem necessary, of said information. I (we) agree that BROKERS are 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 harmless from any claims or damages resulting there from. I (we) will look only to the seller and to my (our) own investigation.**
- 5. Not to circumvent or interfere with BROKER'S written contract or verbal agreement in any way.**



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6. That should I (we) enter into an agreement to purchase the business or real estate BROKER offers for sale, (we) grant to seller the right to obtain, through standard reporting agencies, financial and credit information concerning myself (ourselves) or affiliates I (we) represent and understand that this information will be held confidential by the seller and the BROKER.

7. BROKER is not an agent for me, but is an agent for the seller and has a contract, written or verbal, provides for a fee to be paid to BROKER by the seller upon the sale, trade, lease or exchange of the seller's business.

8. In the event any litigation is commenced by the undersigned against BROKER or any of its agents, the facts of which litigation arises out of or relates to the purchase or attempted purchase of a business or real estate through BROKER, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees plus all costs reasonably incurred in the action whether or not statutory costs.

9. The agreement and representations contained herein shall survive the closing of any business or real estate purchased by the undersigned through the BROKER.

Name: (please print)

Name of business:

Location:

Date: