



## CONFIDENTIALITY AGREEMENT / AGENCY DISCLOSURE NOTICE

**THIS AGREEMENT**, (“Agreement”) is effective as of the date of prospective buyer’s electronic registration, between ENLIGN Business Brokers, Inc., d.b.a. ENLIGN Advisors, a North Carolina Corporation; ENLIGN Commercial, LLC, a North Carolina Limited Liability Company, both having their principal place of business at 2009 Caminos Drive, Raleigh, NC 27607 (cumulatively “ENLIGN”) and the digitally undersigned prospective buyer (“Participant”).

In consideration of the promises, the delivery and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. GENERAL.** This Agreement establishes a Confidentiality and Agency Disclosure Agreement between ENLIGN and Participant to facilitate the discussion and exchange of confidential information regarding businesses and/or real-estate represented by ENLIGN (“Seller”). It is contemplated, pursuant to this Agreement that ENLIGN will hereafter disclose to Participant said confidential information. Participant understands that all confidential information provided by ENLIGN of any type in all forms is protected.
- 2. ROLE.** ENLIGN is representing Seller as marketing agent of business assets and/or real estate. ENLIGN’s duty is limited to assisting in the sale of the business and/or sale/lease of real estate at mutually agreed upon terms and conditions between Participant and Seller. ENLIGN may be compensated by Seller and/or Participant and said compensation may be based all or in part on the total transaction value.
- 3. RESPONSIBILITIES.** As professionals, ENLIGN is obligated to treat Participant honestly and with integrity. This duty of good faith dealing towards Participant co-exists with ENLIGN’s fiduciary obligations to ENLIGN’s client, the Seller. ENLIGN nor ENLIGN Commercial are representing Buyer.
- 4. CAVEAT EMPTOR.** ENLIGN and its brokers do not audit, investigate or otherwise confirm or validate the information, facts, or figures that will be provided to Participant by Seller or other agents of Seller. It is therefore understood that ENLIGN and its brokers make no representations or warranties, either expressed or implied, with respect to their accuracy or completeness of information, nor invite or encourage full reliance upon them. *You, as Participant, are urged to verify personally all information, facts, and figures presented to you from any source and to rely upon that verification and/or that of your own legal, tax, and financial advisor(s).* In any and all cases Participant and its assigns agree to hold ENLIGN and its brokers/agents/employees/assigns harmless from any and all claims which Participant may encounter including, but not limited to, any and all inaccurate or misleading disclosures made by Seller in connection with such transaction. Participant agrees to instruct the attorney drafting the transaction documents to include the following language in the purchase agreement:

The Seller and Buyer or Participant acknowledge that they have not relied upon any advice, promise, inducement, representation, warranty, commitment, guarantee, or opinion of any kind, either verbal or in writing, of ENLIGN, its agents, employees, or representatives in connection with any aspect of this transaction. It is acknowledged and understood by Buyer or Participant and Seller that ENLIGN acted as a conduit of information between the Seller and Buyer or Participant, and that ENLIGN has relied entirely upon the representations made by the parties without any independent investigation. The Buyer or Participant and Seller each represent and warrant that they have independently conducted their own investigations and due diligence with regard to the purchase and sale. The parties’ respective principals hereby acknowledge that each of them has previously executed an agreement containing a hold harmless provision with respect to the involvement of ENLIGN in this transaction which is hereby incorporated.

**5. REFERRALS.** Legal, accounting, financing, and buyer agent referrals are available upon request. It is agreed that neither ENLIGN nor its affiliate representatives shall have any liability with respect to the performance or lack thereof by any third party to whom ENLIGN provides a referral. Should Participant engage a referred third party, any fees or costs associated with said representation shall be the responsibility of Participant.

**6. OBLIGATIONS.** Participant shall: (a) safeguard and keep strictly confidential from any and all third parties, excepting Participant's own professional advisors utilized in conjunction with evaluating seller's business or in consummating the actual sale transaction, all Confidential Information, as defined in Paragraph 7 below, that Participant may obtain in the course of the disclosure process concerning seller's business and/or commercial real estate; and (b) use Confidential Information provided by Seller solely for purposes of evaluating the potential business transaction and for no other purpose whatsoever.

**7. CONTACT.** Participant, Assigns, and Advisors shall not, without the express knowledge and permission from Seller and/or Broker, visit the business, contact the business, former or current employees, competitors, vendors, bankers, customers, prospects or if a franchise the franchisor, other franchisees or their locations.

**8. CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean all information disclosed under this Agreement, including, without limitation: (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing; and (b) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable *explicitly including the fact that the company is being marketed for sale* and (c) any other information a reasonable seller would not want known by the public or its competitors.

**9. PERIOD OF AGREEMENT.** This Agreement shall commence on the date executed, and shall expire on the latter of (i) the date that the contemplated sales transaction is consummated; (ii) three (3) years from the commencement date of this Agreement. Upon termination, all Confidential Information in physical form in Participants possession, custody, or control shall be returned to broker or destroyed by Participant immediately.

**10. NO LICENSE.** Participant agrees that ENLIGN and/or Seller maintain all rights to the Confidential Information and no license or other rights are granted or conveyed by their providing the Confidential Information to Participant. All Confidential Information is provided by ENLIGN or its Brokers without any representation, warranty, assurance, guarantee, or inducement, express or implied, regarding its accuracy or performance.

**11. EQUITABLE RELIEF.** The parties agree that monetary damages may not be a sufficient remedy for breach by Participant of the confidentiality and other obligations under this Agreement. Accordingly, in addition to all other remedies that either party may have, a party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and/or other obligations of this Agreement. The parties agree to waive any requirements for a bond in connection with any such injunctive or other equitable relief.

**12. MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. In any action brought for the enforcement or interpretation of this Agreement or for damages, the party which prevails in whole or in part shall be entitled, in addition to any other relief granted, to receive from the other party reasonable attorney's fees and all costs of the action. Participant may not assign its rights under this Agreement to any other party in full or part, and any attempt to do so shall constitute a breach of this Agreement. This Agreement is not intended to and shall not otherwise

constitute, create, give effect to, or otherwise recognize a joint venture, pooling arrangement, partnership or other formal business organization of any kind.

**13. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein, and the parties hereto agree that the terms and conditions set forth herein shall supersede all prior representations, agreements, statements and understandings, whether oral or in writing. This Agreement shall only be modified through a document signed by Participant and an authorized representative of ENLIGN.

**14. WEBSITE USE AND PARTICIPANT REGISTRATION.** I understand that the Terms and Conditions outlined herein explicitly extend to any and all information transmitted via [www.ENLIGN.com](http://www.ENLIGN.com), or any other websites or electronic mediums including virtual deal rooms, telephone, text, fax and email. I have registered as a prospective buyer on ENLIGN's website and completed the buyer profile accurately and in its entirety.

PARTICIPANT(S) CERTIFY THAT ALL PROVIDED INFORMATION IS TRUE AND CORRECT AND ACKNOWLEDGES READING, UNDERSTANDING, ACCEPTING AND RECEIVING OF A COPY OF THIS THREE (3) PAGE NON-DISCLOSURE STATEMENT / CONFIDENTIALITY AGREEMENT / AGENCY DISCLOSURE AGREEMENT.

**This document has been electronically executed. A copy of the acceptance acknowledgement and online signature has been made available to the Participant and receipt is hereby acknowledged.**

**This Agreement includes ALL confidential information, explicitly including the fact that the target business is being marketing for sale and is not limited to any specific listing.**