



CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

NAME OF PROSPECT(S): _____

Address: _____

Phone: _____

The person(s) signing below above is referred to in this Agreement as “you”. When referring to “you” under this Agreement, this Agreement means both you personally and, jointly and severally, any legal entity, agent, or other affiliate controlled by you or working on your behalf. You acknowledge and agree that you approached Praxis Business Brokerage, LLC (“Broker”), and that Broker first advised you of the availability and details concerning at least the following business and/or real property opportunities:

Listing Number	Business Description	Initials
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

Broker may also have (or will in the future) advised you of other or divulged information regarding additional opportunities to you apart from the ones listed, whether by verbal, written or other communication, including e-mail. All those opportunities, both those listed above or otherwise communicated to you by Broker will be treated the same under this Agreement (collectively, “Opportunities”).

Broker and its clients owning the Opportunities entered into commission agreements prior to Broker listing such businesses for sale. You knew of that contractual relationship prior to executing this Agreement. Broker solely represents its listing clients in interacting with you. Broker does not now, nor will during any discussions or negotiations of any of the Opportunities, represent or otherwise undertake any fiduciary or other legal obligations towards you.

You agree that all your communications (including offers, information requests, and negotiations) regarding Opportunities will be done via Broker, not directly with Broker’s clients.

Broker may, as part of discussions regarding Opportunities, furnish to you proprietary information relating to the Opportunities, related property, personnel, financial results and other matters which are non-public, confidential or proprietary to Broker’s clients or others. All such information disclosed to you is referred to in this Agreement as “Confidential Information.” You will not disclose the Confidential Information to any party without the prior written consent of Broker. You will not use the Confidential Information in any way or for any other purpose except in connection with your review of whether to purchase one of the Opportunities. You will be legally liable (jointly and severally if there is more than one party liable under this Agreement) for any breach of this Agreement by you and your agents, representatives or employees. You will return all Confidential Information regarding Opportunities, in every media form and including any copies thereof, to Broker immediately upon Broker’s request. You will not retain any copies of the Confidential Information after receiving a return request and complying.

Broker and clients make no representations and/or warranties regarding information they provide, and you must make your own evaluation of the Opportunities. Broker advises you to seek independent professional advice in your evaluation of the information provided to you, including advice from an attorney and certified public accountant.

If you disclose the availability of Opportunities to a party who purchases an Opportunity without Broker assistance, then you, in addition to any other legal remedies, are liable for payment of damages Broker suffers, including Broker’s compensation which would have been paid upon a sale.

For two years from the date of this Agreement, you agree not to deal directly or indirectly with Broker clients listing the Opportunities for any business purpose without Broker's prior written consent. If you enter into a purchase or management agreement or other financial arrangement with a Seller regarding the Opportunity, including leasing property or employment, then you, in addition to remedies specified herein, are responsible for payment of any damages suffered by Broker, including Broker's compensation which would have been paid upon a sale.

State of Michigan laws govern this Agreement. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney fees, costs, and expenses incurred at both the trial and appellate levels. Exclusive venue and jurisdiction for any litigation or dispute arising from this Agreement or involving the Broker and you will be heard in state or federal courts sitting in Kent County, Michigan, and you consent to the personal jurisdiction of such courts.

You will indemnify and hold harmless Broker or its clients on demand if such parties suffer any cost, expense (including reasonable attorney fees), judgment or other damage due to any breach of this Agreement or any failure by you to satisfy your obligations under this Agreement.

Broker's clients are an intended beneficiary of all covenants of you herein which benefit such parties, including without limitation covenants concerning information disclosed to you. Broker clients may bring an action to enforce such covenants. You represent and warrant to Broker that (a) you do not represent any undisclosed third party, governmental agency or competitor of the business not a party to this Agreement and (b) you are not, to your knowledge, representing any competitor of any Broker client and the sole purpose for receiving any information regarding a business is to purchase said business. Facsimile or electronic copies with signatures or acknowledgements of this as a binding agreement (e.g., by e-mail) shall be considered as original execution copies.

Even if you do not enter into a transaction with any Broker client, your obligations under this Agreement survive and continue. Your obligations regarding Confidential Information continue until such information becomes part of the public domain, through no fault of you, in which case, confidentiality obligations shall cease as concerns solely such Confidential Information which becomes part of the public domain.

This Agreement confers you with no rights of exclusivity regarding Opportunities. A legally binding contract for a transaction involving an Opportunity will exist only if Broker's client (not Broker) and you execute a mutually acceptable, written contract concerning the same. Broker is not authorized to bind clients to final purchase or sale agreements.

This Agreement represents the entire agreement between the parties regarding the subject matter of this Agreement and may not be amended or altered except in a writing signed by both parties.

Broker or its clients' failure or delay to exercise any right, power or privilege under this Agreement shall not operate as a waiver of such right, power or privilege and partial exercise of any such right, power or privilege shall not preclude any other or further exercise of any such right, power or privilege.

If any competent court holds any of this Agreement's provisions to be invalid, void or unenforceable, the remaining provisions remain enforceable to the fullest extent permitted by law.

PROSPECT 1

PROSPECT 2

signing personally

Name: _____

Address: _____

Phone: _____

E-mail: _____

Facsimile: _____

signing personally

Name: _____

Address: _____

Phone: _____

E-mail: _____

Facsimile: _____