

# Non-Disclosure and Confidentiality Agreement Next Level Business Advisors, Inc

dba: NLBA  
Legal Document

1827 Walden Office Square, Suite 150- Schaumburg, IL 60173  
Phone: 847.461.3222 / Fax: 847.750.0221 / nlba@nlba.biz

Next Level Business Advisors Agreement with our Sellers requires us to obtain a Non-Disclosure and Confidentiality Agreement and evidence of financial ability before we disclose the name and location of the business. Information You disclose to us will be kept confidential. IN CONSIDERATION FOR information on businesses offered for sale by Next Level Business Advisors, I understand and agree as follows.

1. Information provided on businesses by NLBA is sensitive and confidential and its disclosure to others would be damaging to the businesses and to the Broker's fiduciary relationship with the Seller.
2. I will not disclose any Information regarding these businesses, including the fact that the business is for sale, to any other person who has not also signed and dated this Agreement except a retained attorney or accountant, in which case I agree to obtain their consent to maintain such confidentiality. The term "Information" does not include any information that is, or becomes, generally available to the public or is already in my possession. All Information provided to review the business will be destroyed in the event the review is terminated.
3. I will not contact the Seller, Seller's employees, suppliers, Landlord, Lender or customers except through NLBA. I will not use the confidential information I receive through this process to compete with the Seller.
4. For any business presented to me by NLBA, I agree to make all communications, offers to purchase, negotiations. or inquiries through NLBA for a period of not less than two years after the date of the business is presented. I agree to utilize NLBA documents for the purchase of the business. I agree not to purchase any of the businesses shown by NLBA, in part or in whole, without involving NLBA in all aspects of the purchase.
5. All Information is provided by the Seller and is not verified in any way by NLBA, NLBA is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. Prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I agree that NLBA is not responsible for the accuracy of any Information I receive and I agree to indemnify and hold NLBA harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for all information regarding any business offered by NLBA.
6. NLBA does not give tax, accounting, or legal advice; I understand that it is my responsibility to obtain independent legal or professional counsel, and any statements or representations made by NLBA or Seller do not constitute such.
7. Should I enter into an agreement to purchase a business NLBA offers for sale, I grant to the Seller the right to obtain, through standard reporting agencies, financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by Seller and NLBA and will only be used for the purpose of Seller extending credit to me should an agreement to do so arise. In the event that I pay an earnest money deposit, and I, the Buyer, cannot consummate this business/investment purchase through no fault of my own, the earnest money deposit will be refunded in full LESS any amount expended for an appraisal, credit report, U.C.C. filing search, or other expenses incurred and agreed to herein, or for services which I, the potential buyer, would obviously derive benefit from regardless if this sale had been consummated. I agree that if I should refuse to or delay completion of this transaction, then any funds or deposit with NLBA will be forfeited.
8. I agree that if I circumvent NLBA in purchase of any business presented by NLBA, I will pay NLBA as damages the full commission provided in the Listing Agreement of Engagement Agreement between Seller and NLBA.
9. Claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation shall be held in Cook County, Illinois and all other jurisdictions and venues are specifically excluded. In the event of any dispute between NLBA or Buyer under this Agreement which is not settled under mediation as described above, the parties agree to submit the matter to arbitration in accordance with applicable rules of the American Arbitration Association. Each party may be represented by legal counsel. The decision of the arbitrators shall be final and conclusive and the right to appeal is hereby waived. In the event the Buyer commences a lawsuit against the Broker and the Broker prevails, the Buyer shall pay the Broker's reasonable expenses, including attorney's fees. All arbitration shall be held in Cook County, Illinois, and all other jurisdiction and venues are specifically excluded.

Are you a U. S. Citizen?

Yes No (Please circle one)

Are you now or have you ever been employed by the IRS?

Yes No (Please circle one)

Are you now or have you ever been employed by the Illinois Department of Revenue?

Yes No (Please circle one)

Do you agree with NLBA emailing you our new listing opportunities?

Yes No (Please circle one)

Buyer has read this Non-Disclosure Agreement and understands its contents?

Yes No (Please circle one)

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name(s) \_\_\_\_\_

**BUYER SIGNATURE(s)** \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

Buyer Email \_\_\_\_\_

Will anyone else be actively involved in the acquisition? \_\_\_\_\_

Businesses/Franchises Discussed \_\_\_\_\_ Agent from NLBA: \_\_\_\_\_

# BUYER DISCLOSURE ACKNOWLEDGEMENT

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Initial acknowledgement of prospective buyer:

\_\_\_\_\_  
(Print Name)

### Agency Disclosure

The buyer acknowledges that NLBA is acting as agent of the seller and all fees due NLBA are, will be, the responsibility of the seller. Seller's agent is an agent who acts under a listing agreement with the seller and acts as the agent to the seller only. A seller's agent has affirmative obligations to the seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence and accounting in dealing with the seller. In addition, a seller's agent has affirmative obligations to the Buyer and Seller of honest dealing and disclosure.

Initial:  \_\_\_\_\_

### Counsel Disclosure

Buyers are advised to seek counsel from an attorney, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through NLBA.

Initial:  \_\_\_\_\_

### Information Disclosure

Buyer acknowledges that all information and material on each business opportunity provided by NLBA has been provided to NLBA by the seller of the business. The seller believes the information to be true and accurate; however, accuracy is not guaranteed, and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. NLBA makes no representation or warranties, expressed or implied, regarding the information provided to Buyer.

Initial:  \_\_\_\_\_

### Risk Disclosure

Business opportunities by their very nature carry risk. Some of these risks include obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, a buyer could incur a loss, including, but not limited to, their entire investment. Buyer acknowledges that they understand these risks and that Next Level Business Advisors cannot and does not in any way warrant or guarantee the future vitality or prospects of any business.

Initial:  \_\_\_\_\_

By signing below the prospective Buyers acknowledge that they have read and understood the four disclosures (Agency, Information, Counsel and Risk) stated above.

Prospective Buyer: X \_\_\_\_\_ Date: \_\_\_\_\_  
(Signatures)

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

**FINANCIAL INFORMATION - STRICTLY CONFIDENTIAL**

**Next Level Business Advisors, Inc**

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Name(s) \_\_\_\_\_ Home Phone: \_\_\_\_\_

Business(s) interested in \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Assets**

Cash on Hand and in Banks	\$
U.S. Government Securities	\$
Account, Loans and Notes Receivable	\$
Cash surrender Value of Life Insurance	\$
Value of Businesses owned	\$
Other Stocks and Bonds	\$
401K, IRA, or SEP IRA (In certain circumstances retirement accounts can be used toward the purchase of a business without taxes or penalties.)	\$
Real Estate	\$
Automobile - Number ( )	\$
Household Furnishings and Personal Effects	\$
Other Assets (Itemize)	\$

**Total Assets** \$

**Liabilities and Net Worth**

Notes Payable	\$
Liens on Real Estate	\$
Other Liabilities (Itemize)	\$

**Total Liabilities** \$

**Total Net Worth** \$

**Source of Income**

Salary	\$
Dividends and Interest	\$
Bonus and Commissions	\$
Real Estate Income	\$
Other Income	\$

**Total Income** \$

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The undersigned certifies that this information was provided by him/her and is true and correct.

Signature(s): **X** \_\_\_\_\_ Date: \_\_\_\_\_

*"The information set forth above has been secured directly from the above-named individual.  
Next Level Business Advisors dba: NLBA  
in no way guarantees the accuracy of such information, nor does it warrant any assumptions as true and correct*