**CONCORD VENTURES, INC.**

**NON-DISCLOSURE AGREEMENT**

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (Wk.)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In consideration of Concord Ventures, Inc. (CV) providing \_\_\_\_\_\_\_\_\_\_ (Company) with Proprietary Information regarding businesses it offers for sale on behalf of its sellers (Clients), Company and its employees, representatives and agents understand and agree to the following:

1) **CONFIDENTIALITY.** Proprietary Information provided to Company is sensitive and confidential. Disclosure to others would be damaging to the Client and Concord Ventures’ fiduciary relationship with the Client. Company therefore agrees:

a) Not to disclose any Proprietary Information regarding these businesses for two (2) years from the date hereof to any other person, other than Company’s representatives, employees and agents, who has not also signed and dated this agreement, except to secure the advice and recommendations of Company’s advisors and potential funding sources (accountants, attorneys, financing sources etc.), in which case Company agrees to obtain their written agreement to maintain such confidentiality. "Proprietary Information" shall include the fact that the business is subject to sale or investment, along with other data or information provided to Company to assist in the review of a particular business, but shall not include any information that is generally available to the public, is already in Company’s possession, or is derived from independent sources that are not subject to this or a similar agreement. If Company decides not purchase, invest in, or finance any business, Company will promptly inform CV of this fact, will deliver to CV all the Proprietary Information furnished to Company without retaining copies, summaries, analysis, or extracts thereof, EXCEPT as may retain a copy of Proprietary Information as required to demonstrate compliance with regulatory requirements or other applicable law and on condition that the confidentiality of the Proprietary Information is maintained.

b) Not to contact the business owners, their employees, suppliers, customers, lien holders or landlord for two (2) years from the date hereof except through CV. During this period all correspondence, meetings, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented by CV to Company or other companies/individuals Company represents will be conducted exclusively through CV.

2) **AGENCY DISCLOSURE.** CV is not an agent for Company, but is an agent of the Client and has a contract providing for a fee to be paid by the Client to CV upon the sale, trade, lease or exchange of Client's business or property. I understand that CV, through its staff, will assist Company in locating a business that Company might have an interest in owning, investing in, or financing. I understand that, if Company elects to do so, CV may enter into a separate agreement with Company to provide independent consulting assistance in obtaining financing for the purchase of a business. However, Company understands and agrees that such assistance, incidental advice and statements made in connection with the financing process will not convert CV or any member of CV’s staff into being my agent for any purpose.

3) **CIRCUMVENTION.** Company agrees not to circumvent or interfere with CV’s contract with the Client in any way. Company agrees that if it interferes in any way with CV’s contract or right to its fee, Company will be personally liable for the payment of such fee. Company understands that should Company acquire, invest in, or finance any of the businesses disclosed to Company by CV or become financially invested in or connected with the businesses in any way, a fee shall be due CV from the seller. I understand that if Company makes the purchase, investment, financing arrangement or other arrangements through CV, then Company will not be liable for the fee due CV. Company agrees to conduct all further inquiries into the business(es) exclusively through CV and not to contact Client directly unless provided this authority by CV.

4) **CLIENT’S INFORMATION**. Client has provided CV with information about the business. Company understands and acknowledges that CV has not verified such information for accuracy and that the information provided to CV by the Client may not be complete or may not provide Company with all the information necessary for Company to accurately evaluate the condition of such business. It will be up to Company to determine what information requires proper evaluation regarding the business Company is interested in purchasing, investing in, or financing. Company understands and acknowledges that CV and its agents are not experts in the management and operation of the businesses that CV offers for sale, investment or financing, and that the information provided, whether oral or written, may not provide a complete and accurate picture of the operation of the business offered by CV. Company agrees to waive, release and/or hold harmless CV and its agents from any causes of action, claims, demands or damages against CV or its agents by reason of the inaccuracy or incompleteness of any information provided Company with respect to any business Company might purchase, invest in or finance.

5) **PURCHASER'S INFORMATION**. If Company should offer or enter into a letter of intent or contingent agreement to purchase, invest in, or finance a business CV offers for sale, Company agrees to provide financial information sufficient to verify Company’s (or its investors’) ability to close the proposed transaction. . Company understands and acknowledges that this information will be held confidential by Client and CV and will only be used for the purpose of evaluating the offer or agreement.

6) **NON-PIRACY**. Business assets including, but in no event limited to computer data, documents, notes, papers, data, files or other work product together with all copies thereof which are related in any manner to the business activities are exclusively the property of the business and Client. and may be used solely for the purpose of evaluating the interest in buying, investing in, or financing the Client’s business. The undersigned Company further agrees not to use proprietary information provided to solicit, divert or in any way interfere with employees, customers, suppliers, contractors or other relationships that are related in any manner to the business activities.

7) **ARBITRATION**. All parties agree that any disputes regarding the interpretation of the agreements and covenants contained in this Agreement shall be resolved by submitting the dispute for the resolution by arbitration according to the rules of the American Arbitration

Association, subject to decision by a single arbitrator. It is the express desire and intent of all parties that disputes be resolved by arbitration and not by litigation in a court of law. Should any dispute under this agreement be submitted for arbitration, the substantially prevailing party shall recover reasonable its reasonable expenses, including attorney's fees and costs incurred, as shall be determined by the Arbitrator. The parties consent to venue and personal jurisdiction in the state of Washington, County of King, for all matters related to or arising out of this Agreement. This Agreement is governed by the laws of the state of Washington.

8) **THIRD PARTY BENEFICIARY**. I understand and agree that the Clients, as owner(s) of the businesses introduced to me by CV, are third party beneficiaries of this agreement and are entitled to enforce it and recover damages for breach of this agreement. The Client and/or their businesses may seek and obtain injunctive relief from the breach or threatened breach pending final resolution of any arbitration.

9) **OTHER**. The agreements and representations contained herein shall survive the closing of any business purchased by the undersigned through CV. By signing below, Company acknowledges that its executing representative has read this agreement carefully, had an opportunity to consult with legal counsel, and fully understands the conditions herein. To the extent applicable to a transaction implicating the sale or transfer of real property,

COMPANY NAME (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REPRESENTATIVE NAME (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Concord Ventures, Inc.