



## Confidentiality Agreement

This Confidentiality Agreement will confirm our mutual understanding in connection with V-AID Group, Inc. (“V-AID”), providing, and your receipt of, information regarding the number designated Company listed below (“The Company”). V-AID is engaged by clients (“Seller”) to market and arrange the sale of their businesses and is in possession of confidential information provided by Seller. Undersigned parties (“Customer”) acknowledge their desire to receive from V-AID such confidential information. In consideration of good and valuable service provided by V-AID and confidential and valuable information provided, in good faith, by Seller, Customer agrees as follows:

**Customer Shall Keep Information Confidential**

Customer acknowledges that any confidential information disclosed to others may be damaging to Business and Seller. Customer understands that confidential information includes: fact that business is for sale; financial details; business details; identity of suppliers and customers; and any other disclosed information not generally known by public. Customer agrees not to disclose confidential information to anyone other than his/her advisors and affiliates who shall also agree to be bound by the same confidentiality. Customer agrees that all copies of materials and data provided shall be confidential and shall be returned to V-AID in the event that Customer decides not to pursue purchase of business.

**Customer Shall Direct All Contact Through V-AID**

With regard to disclosed businesses, neither Customer nor Customer’s agents will contact the business owner, landlords, employees, suppliers, or customers except through Broker. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of any business presented by V-AID will be conducted exclusively through Broker.

**Customer Shall Use Information For Evaluation Purpose Only**

Customer acknowledges and confirms that intent is solely to evaluate businesses for purchase and not for purposes of gaining information for business competitors, the IRS, or any other governmental or taxing agency.

**Customer Shall Not Circumvent Seller and/or V-AID**

Customer and/or its agents will not circumvent Seller and/or V-AID by obtaining property leases, customers, employees, vendors, or any portion of businesses using knowledge gained through V-AID. Customer and/or its agents will not circumvent V-AID nor interfere with Seller’s contractual obligations to V-AID if entering into a transaction with Seller which would reasonably be construed as a sale or transfer of interest, in whole or in part, in a business represented by V-AID. If Customer and/or its agents should circumvent V-AID and effect any such transaction with Seller within two years after the date of signing below, then Customer and Seller shall immediately become jointly and severally liable for the full commission specified in V-AID’s contract with Seller.

**Confidential Information Is Provided By Seller**

All information about the business is provided by the Seller and is not verified by Broker. Customer understands that purchasing a business represents investment risks and that Customer should obtain professional assistance from independent accounting, legal, and financial advisors to verify said information prior to consummating an agreement to purchase any business. Customer will not rely solely on the unverified information provided by Broker. Seller is the source of all representations made about the business. Broker cannot verify the accuracy of said information and makes no warranty, or guarantee, expressed or implied, as to the accuracy of such information.

**V-AID is Seller’s Agent**

V-AID is not an agent for Customer, but is an agent for Seller and has a contract providing a fee to be paid to V-AID by Seller upon sale, trade, lease, or transfer of the Seller’s business or property. Customer will not be responsible for the fee to the V-AID if Customer purchases the business through V-AID unless otherwise disclosed in writing. Any changes in representation by V-AID must be in writing and shall be disclosed to all parties involved. V-AID has fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accountability in dealing with the Seller. The V-AID also has the duties, to both Buyer and Seller, to exercise reasonable skill and care in performance of the V-AID function and to be truthful and honest and to disclose all material facts known to the V-AID to that party that may be adversely affected by said facts.

**READ AND UNDERSTAND \_\_\_\_\_**  
**INITIALS**

We, the undersigned, understand and agree that this agreement is legally binding upon us and all our agents involved in the analysis and evaluation of disclosed information. We understand and agree that Seller and/or V-AID has the right to seek any and all lawful remedies to enforce the terms of this agreement. We acknowledge that we have read and understand the disclosures contained herein.

**This is intended to be a legally binding agreement. Read it carefully before signing.**

Businesses of interest, including listing number (Office ID) where possible:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

X \_\_\_\_\_  
Signature (Individually and as Duly Authorized Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name of Buyer

\_\_\_\_\_  
V-AID’s Agent

**V-AID GROUP, INC.**