



Please fill in by tabbing through, print, and sign  
Return by email attachment to [NDA@kimballandcompany.com](mailto:NDA@kimballandcompany.com)  
or fax to (919) - 782-1535

**NONDISCLOSURE AGREEMENT**     **Agent Name:**

Our agreement with the SELLER requires that we obtain a nondisclosure agreement before discussing the name and location of his/her business. This information will be kept confidential.

In consideration of the BROKER, Kimball & Company, Inc. (hereafter, BROKER) providing me (us) with the information on businesses it offers for sale, I (we) understand and agree:

1. That any information provided on any business to me by BROKER may be sensitive and confidential and that its disclosure to others may be damaging to the described business and its owners.
2. Not to disclose any information regarding these businesses to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I (we) agree to obtain their agreement to maintain confidentiality. "Information" shall include the fact that the businesses are for sale plus any other data provided.
3. Not to contact the respective business owner, employees, suppliers, customers or landlord except through BROKER.
4. That all information is provided by the SELLER or other sources and is not verified by BROKER in any way. BROKER is relying on SELLER or such other sources for the accuracy of said information and makes no warranty, expressed or implied as to the accuracy of such information. I (we) therefore shall make such independent verification of said information as I (we) deem necessary, prior to entering into an agreement to purchase said business. I (we) agree that BROKER is not responsible for the accuracy of any of the information I receive or fail to receive and I agree to indemnify and hold BROKER and its agents harmless from any claims or damages resulting therefrom.
5. That should I (we) enter into an agreement to purchase a business offered for sale by BROKER, I (we) grant to SELLER the right to obtain through standard reporting agencies financial and credit information concerning myself or affiliates. I (we) represent and understand that this information will be held confidential by the SELLER and BROKER and will only be used by the SELLER extending credit to me (us).
6. That all correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented by BROKER to myself or affiliates I (we) represent will be conducted exclusively through BROKER.
7. That BROKER is not an agent for me, but is an agent of the SELLER and has a contract providing for a fee paid to BROKER for the sale, trade, lease or exchange of his business or property and I agree not to circumvent the contract with the SELLER in any way. I acknowledge said agreement and hereby pledge not to interfere in any manner with BROKER'S contractual relationship with the business owner(s) or BROKER'S right to collect a commission from SELLER. It is understood that I (we) may become personally liable for interference.
8. The SELLER is an intended third party beneficiary of this and has rights to all remedies available under law.
9. That I (we) do not represent the Internal Revenue Service or any other governmental agency.

I (we) have read this agreement carefully and fully understand the conditions herein.

Name (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Kimball & Company, Inc.

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

By \_\_\_\_\_

Address \_\_\_\_\_

Kimball & Company, Inc.  
207 Fayetteville Street  
Raleigh, North Carolina 27601  
+1 (919) 782 - 1110

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

Fax \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_