

**WOLF BUSINESS BROKERS, INC. NON-DISCLOSURE AGREEMENT**

This agreement will confirm the mutual understandings of the undersigned and Wolf Business Brokers, Inc. in connection with Wolf Business Brokers, Inc. providing and our receiving information regarding

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- 1) "Information" means the offering memorandum and all records, reports, materials and data obtained from Wolf Business Brokers, Inc. or the Client Company that is not in the public domain and including the name and address of the Client Company, the nature of its business and the knowledge that the Client Company may be considering a sale.
- 2) Such information is being furnished solely in connection with the consideration of a possible transaction and it shall be treated as secret and confidential. No portion of it shall be disclosed to others except to employees and agents of the undersigned and our advisors and their representatives whose knowledge of this information is required in order for us to evaluate this possible transaction. We agree to ensure that they assume all obligations under the terms of this agreement.
- 3) It is understood that the Client Company is the party whose rights are being protected by this agreement and that the company may enforce the terms of this Confidentiality Agreement as if it were a party to the agreement.
- 4) No correspondence or communication of any form to the Client Company, its owners, stockholders, employees, or professional services firms shall be made until prior approval has been granted by Wolf Business Brokers, Inc. All correspondence or communication shall be directed to Wolf Business Brokers, Inc.
- 5) Should there be no interest in a possible transaction involving the Client Company, all information shall be promptly returned to Wolf Business Brokers, Inc. or otherwise disposed of, as directed by Wolf Business Brokers, Inc.
- 6) It is understood that: (a) Wolf Business Brokers makes no representation or warranty as to the completeness or accuracy of any information; and (b) any and all representations shall be made solely by the Client Company and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
- 7) We acknowledge the responsibility to perform a due diligence review at our own expense prior to any acquisition of a Client Company of Wolf Business Brokers, Inc.

BUYER'S  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

AGENTS' NAME: \_\_\_\_\_

WOLF BUSINESS BROKERS, INC.  
FAX: (410) 581-3452

COOPERATING BROKER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL/FAX: \_\_\_\_\_