



NDA • NON DISCLOSURE AGREEMENT AKA • CONFIDENTIALITY AGREEMENT

This NDA / CONFIDENTIALITY AGREEMENT

Dated _____
Between **PARTIES:**

SELLER: _____

BUYER Signature: _____

PROSPECT: *PRINT Buyer* _____
Address _____ State _____ Zip _____

IN CONSIDERATION OF and as a condition of the Seller providing the Confidential Information to the Purchaser, the parties to this Agreement agree as follows.

Confidential Information:

All written and oral information and materials disclosed or provided by the Seller and or Sellers Agent to the Purchaser or Purchasers Agent under this Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement or how it was provided to the purchaser.

Purchaser

This NDA Form is also for the Purchaser to present the seller a verification of financial ability to purchase the property prior to any showings and therefore includes a document to verify the same with this signed NDA. Likewise for the Purchaser the Seller agrees to and will abide by this mutually signed form to assure confidentiality between all parties signing this agreement.

Information included but not limited to is:

Marketing/Accounting Information, financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting cash flow reporting, accounts receivable/payable, inventory reporting, purchasing information and payroll information of the Seller or any other information that is pertinent to the operation of the subject property/business and or included real estate that is provided.

Return of Confidential Information:

The purchaser will keep track of all Confidential Information provided to them and the location of such information. The Seller may at any time request the return of all Confidential Information from the Purchaser.

Upon the request of the Seller or in the event the Purchaser ceases to require use of the Confidential Information the Purchaser shall promptly return all Confidential Information to the Seller, and will not retain copies of any information exchanged within the scope of this agreement.

The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Purchaser in this Agreement and any obligations to provide notice under this Agreement will last indefinitely.

By Seller _____ Date _____

By Buyer _____ Date _____

Listing Broker _____ / _____

Selling Broker _____ / _____