



NON-DISCLOSURE AGREEMENT

Listing #: _____ **Agent:** _____

Our agreements with sellers of certain businesses (the "Sellers") require that we obtain a Non-Disclosure Agreement from you before disclosing the name and location of a Seller's business. Your information will be kept confidential.

In consideration of Lake Country Advisors ("Broker") providing the information on businesses for sale, including, but not limited to, the listing number(s) specified above, I/we understand and agree:

1. (a) That any information provided or made available on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.

(b) Not to disclose, for a period of three (3) years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Non-Disclosure Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided or made available to me/us by Broker or a Seller.

(c) Not to use, for a period of three (3) years from the date I/we sign this Non-Disclosure Agreement, any information provided or made available to me/us by Broker or a Seller for any purpose other than evaluating a potential transaction with a Seller.

(d) Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker. I/We understand that I/we could be personally liable for monetary damages if I/we contact a Seller directly or otherwise circumvent Broker and such contact and/or circumvention disrupts or otherwise affects a Seller's business operations.

(e) Not to circumvent or interfere with Broker's contract with the Seller in any way. I/we understand that if I/we interfere with Broker's contract right to its fee from a Seller, I/we may be personally liable to Broker for payment of the Seller's fee. I/We understand that should I/we become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale, or should I/we buy, trade, lease or exchange any of the businesses disclosed to me/us, then a fee will be due to Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee paid by Seller to Broker.
2. That all information regarding businesses for sale is provided by a Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy or completeness of said information and makes no representations or warranties, express or implied, as to the accuracy or completeness of such information. Understanding that, I/we shall perform my/our own due diligence and shall make an independent verification of said information prior to entering into an agreement to purchase any business. I/we agree that Broker is not responsible for the accuracy or completeness of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its affiliates harmless from and against any and all damages, losses, actions, claims, demands, judgments, costs and expenses (including attorneys' fees) of or against Broker or its affiliates resulting from or arising out of any transaction with any Seller and/or any inaccuracy or incompleteness of any information provided or made available to me/us with respect to any business I/we might purchase. In the event I/we commence any litigation against Broker and Broker is the prevailing party in such litigation, I/we agree to pay all of Broker's expenses relating to the investigation, preparation and defense of such litigation, including attorneys' fees. The provisions of this Section 2 shall survive the expiration or termination of this Non-Disclosure Agreement and/or any agreement between me/us and a Seller.
3. That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or the companies I/we represent.
4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.
5. If I/we determine I/we do not wish to pursue the proposed transaction, I/we will promptly advise Broker of this fact and will deliver to Broker all the proprietary and other information given to me/us without retaining copies, summaries, analyses or extracts thereof.
6. This Non-Disclosure Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the state's conflicts of laws principles. All litigation shall take place in Waukesha County, Wisconsin or the Eastern District Court of Wisconsin. I/we unconditionally and irrevocably waive any right to assert that the law of any other jurisdiction governs this agreement.



Please indicate your role in this transaction:

_____ Buyer _____ Buyer representative paid by buyer _____ Buyer representative paid by co-broke

Please note: If you are representing a buyer(s), the buyer(s) must sign this Non-Disclosure Agreement as well.

I/we acknowledge that this Non-Disclosure Agreement is between Lake Country Advisors, the signers below, and any and all sellers/businesses presented to the signer(s) below. I/we acknowledge that I/we have received an exact copy of this Non-Disclosure Agreement and that I/we have read this Non-Disclosure Agreement carefully and fully understand it. I also acknowledge receipt of the Brokers Disclosure to Non-Residential Customers attached to this Non-Disclosure Agreement.

All parties involved in this transaction must sign below:

| | | |
|---------------------------------|----------------|--------------|
| _____ Signature | _____ Date | |
| _____ Name (Please Print) | | |
| _____ Address | | |
| _____ City | _____ State | _____ Zip |
| _____ Phone # with area code | | |
| _____ E-mail address | | |

| | | |
|---------------------------------|----------------|--------------|
| _____ Signature | _____ Date | |
| _____ Name (Please Print) | | |
| _____ Address | | |
| _____ City | _____ State | _____ Zip |
| _____ Phone # with area code | | |
| _____ E-mail address | | |

Lake Country Advisors
PHONE: 262.420.1998
FAX: 262.420.1997
www.lakecountryadvisors.com

[Signature page to Non-Disclosure Agreement]

DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

- 8 (a) The duty to provide brokerage services to you fairly and honestly.
- 9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.
- 12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).
- 14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).
- 16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

- 28 The following information is required to be disclosed by law:
- 29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).
 - 30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____
36 _____
37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____
39 _____
40 _____

41 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**

43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
51 contract or agreement made concerning the transaction.

52 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
53 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
54 <http://www.doc.wi.gov> or by telephone at 608-240-5830.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
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