



Prospect and Confidentiality Agreement **Document Instructions**

Thank you for your inquiry regarding our business listings. In order to protect each seller with regards to their business information and provide you, as potential buyer, with a comprehensive view, completing and signing a Prospect and Confidentiality Agreement (NDA) is an important step in this process. Please take a moment to read the instructions below before completing this agreement:

1. Print this document.
2. Take a moment to read each paragraph.
3. Once you have reviewed this document, please complete the bottom portion of page 2 of this agreement with your printed name, company name, address, and then date and sign the agreement.
4. Indicate the Website Properties' Listing # on the line marked "Seller's Listing Number(s)". If you are interested in receiving information on more than one listing, please indicate each listing's number on that same line. An NDA referencing each listing # for which information is requested is required before we can disclose any information on that seller's company.
5. Once the document is complete, please fax back both pages of the agreement (marked page 1 & 2) to Website Properties at (888) 632-2771 and we will forward the respective company prospectus and financials to you immediately.

Please contact us at clientcare@websiteproperties.com if you have any further questions.

Thank You,
Website Properties.

- This page is not part of the Agreement -



Prospect and Confidentiality Agreement

This AGREEMENT is made and entered between Website Properties Inc. (hereafter referred to as Broker) and the undersigned Prospect(s) for the purpose of exchanging confidential information regarding one of Broker's clients (hereafter referred to as Seller) for the expressed purpose of evaluating the Seller's business for purchase.

The Prospect understands that the Broker represents the Seller in the sale of the business about which confidential information will be exchanged, and that the Broker and Seller have entered into an agreement for which the Broker will be paid a fee based on any transaction between the Seller and Prospect.

In consideration of the Broker, having provided such information, the Prospect agrees as follows;

1. Confidential Information to be disclosed by the Broker under this Agreement (here after known as Confidential Information) can be described as, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, client and vendor lists, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, including the Sellers intent to sell their business, to Prospect by Broker or Seller. Confidential information shall not include any information that is, or becomes available in, the public domain, or any information that has already been independently developed by the Prospect or provided to the prospect by a third party which has developed this information independently of the Seller.
2. Nothing herein shall require Broker or Seller to disclose any of Seller's information to Prospect.
3. Prospect agrees that the Confidential Information is to be considered confidential and proprietary to the Seller and Prospect shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Seller, and shall disclose it only to its officers, directors, or financial and legal counsel with a specific need to know. Prospect will not disclose, publish or otherwise reveal any of the Confidential Information received from Broker or Seller to any other party whatsoever except with the specific prior written authorization of Broker or as required under law or court order.
4. Confidential Information furnished in tangible form shall not be duplicated by Prospect other than for the purpose of its internal review and analysis. If Prospect discontinues its interest in the Seller, or upon the request of Broker, Prospect shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) business days of such request.
5. The Prospect represents and warrants that it does not represent a third party, competitor of the Seller, nor is Prospect an employee of a competitor. Prospect warrants that the sole purpose of receiving Confidential Information regarding the Seller is to possibly effect the purchase of Seller's business and none other.
6. Prospect understands that all Confidential Information received by the Broker has been given to the Broker by the Seller. The Broker makes no representation or warranty, expressed or implied, with regard to the accuracy of such information. The Prospect will perform its own due diligence and agrees to hold Broker harmless from any liability or damage arising out of incorrect or undisclosed information.
7. Prospect understands that Broker represents the Seller with regard to the sale of their business. The Prospect will not contact the Seller directly without prior arrangement by Broker and will direct all negotiations, offers of purchase, letters of intent or other communication with the Seller through the Broker.

8. The Prospect acknowledges that the Broker has entered into an agreement with the Seller to which the Broker will be paid a fee if the business is sold to a buyer introduced by the Broker during the term of the agreement or for a period of 12 months thereafter. Prospect agrees not to attempt to circumvent this agreement in any way.
9. If the Prospect breaches the terms of this agreement, or in any way interferes with the Broker's right to a fee, Prospect shall be liable for such fee and any damages, including reasonable legal fees.
10. In the event either party employs an attorney to enforce any terms of this Agreement, and is successful, the other party agrees to pay reasonable attorney's fees. In the event of trial, the successful party shall be entitled to an award of attorney's fees and expenses as fixed by the court.
11. This document contains the entire AGREEMENT of the parties regarding the distribution of Confidential Information and supersedes all prior agreements or representations with respect to the Seller which are not expressly set forth. All modifications to this Agreement must be in writing and signed and dated by both parties.

The Prospect acknowledges receiving a copy of this Agreement and a fax copy with signatures shall be considered as an original. This is a legal and binding contract and if it is not fully understood, Prospect should seek competent legal counsel.

This Agreement is entered into freely and is legally binding to all parties, and will be abided by as per the laws of Thurston County, Washington State.

<i>Prospect Signature</i>	<i>Prospect Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Date</i>	<i>Date</i>
<i>Company Name</i>	
<i>Street Address</i>	
<i>City, State</i>	
<i>Zip/Postal Code</i>	
<i>Email Address</i>	
<i>Seller's Listing Number(s)</i>	