



Non Disclosure Agreement

1. In consideration of the information furnished and presented to me by Emmanuel Consulting Agency Inc (“Broker”) of the businesses described below and any other businesses that may be presented to me as being available for sale, I agree that the information and knowledge that the business is for sale is confidential and the information obtained will only be used for purposes of a potential purchase of the business. Unless we agree otherwise in writing, I will not disclose that the business is for sale or reveal any information obtained about the business for two (2) years from the date below to anyone other than my attorney, accountant, banks, immediate family, and a few employees of my company (if any) who are directly participating in the evaluation of this information for the sole purpose of a potential acquisition on my behalf and in addition I will ensure that such people maintain the confidentiality of the information.

2. Confidential Information shall include information relating to non-public, confidential and proprietary operations, properties, personnel, financial information, materials, products, technology, computer programs, manuals, business plans, software, marketing plans, and other information disclosed or submitted, orally, in writing, or by any other media, to Undersigned by Company. The Undersigned agrees that the Confidential Information is to be considered confidential and proprietary to Company and the Undersigned shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of its evaluation of Company for a potential acquisition.

3. The parties agree that information shall not be deemed to be confidential or proprietary and the Undersigned shall have no obligation with respect to information which:

- a. is or becomes publicly known through no neglect or wrongful act of the Undersigned; or
- b. is required to be disclosed by any order of a governmental agency, legislative body or court of competent jurisdiction.

4. I understand that the Broker has a listing agreement or contract for the businesses presented to me which provides for a commission payment and I agree not to interfere in any way with the broker’s right to a commission from the seller. I agree that I will not contact the seller or their employees directly unless given prior permission by Broker (written) and will keep broker informed of any potential progress in the purchase of any of the businesses presented by Broker. I acknowledge that the Broker doesn’t make any representation or warranty as to the accuracy or completeness of information about the businesses; any such representations or warranties are to be made between seller and buyer and their legal representation (attorney’s). I agree that the Broker assumes no liability for information about the businesses.

5. If you do not pursue the proposed acquisition, you will delete all copies of information that are provided about the Business. This agreement shall be governed under the laws of the State of New York.

Business: Home Care Agency

BROKER COMPANY NAME

BUSINESS NAME

PRINCIPAL NAME

BROKER SIGNATURE

PRINCIPAL SIGNATURE

TITLE

DATE SIGNED

DATE SIGNED