

EMPIRE BUSINESS BROKERS of South Oakland

620 W. Lincoln

Royal Oak, Michigan 48067

Phone: 248-399-6742 FAX: 248-928-0301

Non-Disclosure and Confidentiality Agreement

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their business.

INFORMATION provided on any business offered for sale by the Broker is sensitive, and confidential. Disclosure of this information to others would be damaging to the Sellers business and to the Brokers fiduciary relationship with the Seller.

* This information must be kept confidential *

AGREEMENT

The undersigned prospective **purchaser** (herein referred to as Buyer), in consideration for the Principals, Associates, Agents, Clients or Employees of Empire Business Brokers of South Oakland. (Herein referred to as Broker), for providing Buyer with information **on any business** offered for sale through Broker, hereby understands and agrees that:

1. **The term "Information"** shall include the fact that the business is for sale and other confidential data. The term Information does not include any information which is, or becomes, generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker without retaining any copies, summaries, analysis or extracts thereof.
2. **Buyer will not disclose** any information regarding these businesses to any other party, except to those directly involved in the sale or who will provide professional legal or financial advice, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Brokers right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Brokers commission as outlined on the listing agreement for that business.
3. **All negotiations** concerning any business shown will be handled exclusively through Broker. No contact with the Seller, Employees, Suppliers, Customers, Franchisor, or Landlord, etc. is permitted without direct authorization of the Broker.
4. **Buyer will not use**, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for Buyers own benefit or for the benefit of any third party, and all information received will be used only for the purpose of investment and purchase of the businesses shown.
5. **All Information is provided by Seller** and is not verified in any way by Broker. Broker is relying on Seller for the accuracy and completeness of said information. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to such Information. Broker may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no **representations of warranties are made by the Broker as to its accuracy or completeness**. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.
6. **Prior to finalizing an agreement** to purchase or invest in a business, it is Buyer's responsibility to perform due diligence and make an independent verification of all information. Buyer will look only to the Seller and Buyer's own investigation for all information regarding any business offered by the Broker.
7. **Should Broker or Seller Deem it Necessary**, Buyer grants the right to obtain a credit report through standard reporting agencies. If requested, Buyer also agrees to provide a resume and financial statement. Buyer understands that this information will be held in confidence and will only be used for the purpose of Seller extending credit to Buyer.

Buyer's Initials _____

8. **Buyer represents and warrants** to have the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.

9. **Buyer understands that a violation of this Agreement** could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Broker named herein is joined in any litigation arising out of this agreement.

10. This will acknowledge that on this date I have received and/or reviewed from Empire Business Brokers of South Oakland, certain pertinent and confidential information relating to the sale of the following businesses or properties for my sole and personal consideration.

EMPIRE BUSINESS BROKERS of South Oakland IS CONSIDERED THE AGENCY FIRST DISCLOSING DETAILS OF THE ABOVE BUSINESS TO THE UNDERSIGNED.

It is understood that Broker is representing the Seller and shall act solely on the Sellers behalf.

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING

The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding, and Receiving a Copy of This Document.

Please *PRINT* Name: _____

Signature: _____ Date: _____

Home Address: _____

City/State/Zip: _____

Phone # _____

For EMPIRE BUSINESS BROKERS of South Oakland

Broker (Print) Jay Houghton Signature: _____

Date: _____