

# Statewide Business Brokers

[www.statewidebusinessbrokers.com](http://www.statewidebusinessbrokers.com)

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Return Fax: 866-353-8732

Contact: 334-303-1567

## **Confidentiality Agreement**

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified herein by Statewide Business Brokers (“Broker”). The undersigned requests information relating to any business or franchise (“Business”) presented by the broker. Said information shall be provided for the sole purpose of entering into discussions with Seller (“Seller”) of said Business for the possible purchase. As used herein, the term Buyer (“Buyer”) applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

**1. NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that the Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without prior written consent of the Seller, to anyone other than the Buyer’s, employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker’s option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

**2. CONFIDENTIAL INFORMATION is defined as:** The term “Confidential Information” shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: From any inspection, examination other review of the books, records, assets liabilities, processes, or production methods of Seller; From communications with the Seller or it’s directors, officers, employees, agents, suppliers, customers or representatives; From visits to Seller’s premises, or through disclosure or discovery in any other manner.

**3. BROKER’S LIABILITY AND BUYER’S RESPONSIBILITY:** Information regarding the business, which may include a cash flow projection, and adjusted income or seller’s discretionary cash flow statement. Buyer understands that Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns and any other facts, which might influence Buyer’s decision to purchase or the price Buyer is willing to pay. Any and all decisions by Buyer, to purchase a business is based solely on buyer’s own investigation and that of Buyer’s legal, tax or other advisers. Broker urges Buyer to obtain independent legal and tax counsel.

**4. NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twelve months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not contact the Seller or Seller’s representatives without expressed agreement and or permission from broker. Should Buyer

purchase all of the stock or assets of the Business, acquire an interest in, or become affiliated in any capacity with the Business without the Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing Broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

**5. FURTHER TERMS:** Neither the Buyer nor Buyer's agents will contact Sellers employees, customers, landlords or suppliers without Seller's consent. For three years Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as dual agent representing both Buyer and Seller. Seller is specifically intended to be beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. The agreement can only be modified in writing, signed by both Broker and Buyer. The Agreement shall be construed under and governed by the laws of the State of Alabama. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name/Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

**Return Fax: 866-353-8732 (this page only)**

**Business Your Inquiring About:** \_\_\_\_\_ **Price** \_\_\_\_\_

**How long have you been searching?** \_\_\_\_\_

**Have you owned your own business before?** \_\_\_\_\_

**What's motivating you:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Would you consider a Franchise if it made sense to you? \_\_\_\_\_

Would you like information on how you can use a 401k to buy your own business tax and penalty free? \_\_\_\_  
If so, do you have more than 20k in a IRA or 401k? \_\_\_\_\_. Would you want to speak with a consultant to see if using your funds could save you thousands of dollars in your next purchase? \_\_\_\_\_