

**MBA Business Brokerage, Inc.**

**9900 Boundary Lane Parma, Ohio 44130-5217**

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**SPECIALIZING IN ~ BUSINESS BROKERAGE ~ WEB- www.bizbrokermba.com**

**Buyer Non-Disclosure & 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. Your Information will NOT BE SHARED WITH THE SELLER. The Seller will only be told that you are qualified to receive their confidential information.***

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

In connection with our evaluation of a potential acquisition of the business listed by  
MBA Business Brokerage, Inc.

**Please print the name or type of business that you are inquiring about on the line below:**

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**The undersigned agrees as follows:**

- 1.** All information will be kept confidential and will not, without the Company's prior written consent, be disclosed by us or our Representatives and will not be used by us or our Representatives, directly or indirectly, for any purpose other than evaluating the acquisition of the Company. The information provided by MBA Business Brokerage, Inc. on behalf of the Company is either nonpublic, confidential or proprietary in nature, and may include written information, information transferred orally, visually, electronically or by any other means. Moreover, we agree to transmit the Information only to those Representatives who need to know the information for the purposes of evaluating the acquisition of said Company. We will be responsible for any breach of this Agreement by our Representatives and we agree, at our sole expense, to take all reasonable measures to restrain our representatives from unauthorized disclosure or use of the information.
- 2.** Without the Company's prior written consent, we and our Representatives will not disclose to any other person that the Information has been made available to us, or that discussions are taking place concerning any possible acquisition of the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, except as required by law and then only with prior written notice as soon as possible to the Company. The term " person " as used in this letter shall be interpreted to include, without limitation, any corporation, company, group, partnership or individual.
- 3.** It is the prospective Purchasers obligation to return all written Information that was provided and all copies thereof, without retaining any copies within thirty days of receipt of said information. In any event, if for any reason *we elect not to proceed with an acquisition of the Company, we shall return all written Information and all copies thereof.*
- 4.** We understand that the Company has endeavored to include in the Information those materials which are believed to be relevant for the purpose of our evaluation, but we acknowledge that MBA Business Brokerage, Inc. makes no representation or warranty as to the

accuracy or completeness of the Information. We agree that MBA Business Brokerage, Inc. or its agents shall not have any liability to the prospective purchaser as a result of the use of the Information that was provided to them. Prior to finalizing an agreement to purchase or invest in a business, it is the Buyer's responsibility to perform their 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. The Buyer will personally inspect the business he or she has an interest in and will satisfy him or herself with their ability to conduct said business.

**5.** In the event that we or anyone to whom we transmit the Information pursuant to this Agreement become legally compelled ( by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process ) to discuss any of the Information, we will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement and we will cooperate with the Company in any effort undertaken to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of this Agreement, we will furnish only that portion of the Information which is legally required and will exercise our best effort to obtain reliable assurance that confidential treatment will be accorded the Information.

**6.** We agree that the Company shall be entitled to equitable relief, in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by us or our Representatives but shall be in addition to all other remedies available by law or equity.

**7.** It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

**8.** In the event any court shall determine that any provision of this Agreement is invalid, such determination shall not affect the validity of any other provisions of this Agreement which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

**9.** The provisions relating to confidentiality in this Agreement shall terminate on the earlier of ( a ) the date any such acquisition by us of the Company is consummated, or ( b ) five years (5 years ) from the date hereof. This agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed within Ohio.

**10.** As potential purchasers of The Company that we have presented to you, in the event that you purchase said business, you agree to put into the purchase and sale documents or the final transaction documents naming MBA Business Brokerage, Inc. as the procuring cause to assure that MBA Business Brokerage, Inc's accomplishment fees are properly provided for by the Seller and complied with at closing. This agreement will stay in force for five years from the date of the signing of this confidentiality statement. It is the obligation of the signatory to disclose to the Broker and the Seller about any and all relatives that are made aware of this business being available for sale. This provision to pay the brokers fee during the duration of this agreement shall apply to the signatory as well as any relative of the signator, should they purchase the above business prior to the expiration of this agreement.

**11.** By signing this Agreement, you hereby acknowledge that you are relying solely on your own inspection of the Company and the representations of the Sellers. MBA Business Brokerage, Inc.

has not verified, and will not verify, the representations of the Sellers. Should any such representations be untrue, you agree to look solely to the Sellers for relief and to indemnify MBA Business Brokerage, Inc. and to hold MBA Business Brokerage, Inc. harmless in connection with all loses or damages caused you thereby. In the event that I/We breech this agreement I/We agree to pay all damages including attorney fees incurred by said breech to the SELLER or BROKER, whichever incurred said loss.

**12.** The Buyer Should be Aware that, unless otherwise informed in writing, the Business Broker represents the Seller.

**13.** 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 or purchase of the business.

**14.** Buyer agrees to obtain a current credit report with a credit score and to provide a resume and a current financial prior to the broker or their agents present an offer to purchase the business to the Seller. These three items will be required by any bank that will finance the purchase of this business/real estate. The buyer also agrees to provide the bank with three years of the buyers personal tax returns.

**Agreed to and Accepted:**

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

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City / State / Zip**

\_\_\_\_\_  
**E-mail address**