

Business Sales Agent Confidentiality and Non - Disclosure Agreement

(The Broker)'s agreement with our sellers ("the Sellers") requires us to obtain a Confidentiality & Non - Disclosure Agreement and evidence of financial ability of proposed purchasers before we disclose the name and location of the business. In return, information which you disclose to us will be kept confidential by *(The Broker)* unless and until such time as an offer is made by you on any business represented by *(The Broker)*.

In consideration for information on businesses offered for sale by *(The Broker)*, I,..... understand and agree as follows:-

1. I acknowledge that Information (as defined herein) provided by *(The Broker)* in respect of businesses for sale is sensitive and confidential and its disclosure to others would be damaging to the businesses and to the Broker's relationship with the Seller.
2. I will not disclose any Information regarding these businesses to any other person who has not also entered into this Agreement except to my professional advisor, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale together with other related data. Information does not include any information that is, or becomes, generally available to the public or is already in my possession or information which I am required to disclose by law. All Information provided to me will be returned to *(The Broker)* without retaining copies, summaries, analyses or extracts thereof in the event that I do not proceed with the purchase of the business.
3. I will be responsible for any breach of any of the terms of this letter by myself or by any of my professional advisers. I will indemnify and keep indemnified in full the Seller and the Broker from and against all costs, expenses, losses or damages (including but not limited to legal expenses) which may arise directly or indirectly from the unauthorised disclosure or use of Information or from any other breach of the terms of this Agreement.
4. I will not contact the Seller, employees, suppliers, or customers except through *(The Broker)*. I will not use the Information to establish a competitive advantage over Seller.
5. I acknowledge that all Information is provided by the Seller and is not verified in any way by *(The Broker)*. *(The Broker)* will rely on the Seller for the accuracy and completeness of the Information, has no knowledge of the accuracy of said information and makes no warranty, representation or undertaking, express or implied, as to the Information. Prior to finalising an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I agree that *(The Broker)* is not responsible for the accuracy of any Information I receive and I agree to indemnify and hold *(The Broker)* harmless from any claims or damages resulting from its use. I will look only to the Seller and to my own investigation for all information regarding any business offered by *(The Broker)* on behalf of a Seller.
6. I acknowledge that *(The Broker)* does not give tax, accounting, legal or financial advice.
7. Should I enter into an agreement to purchase a business *(The Broker)* offers for sale, I grant to the *(The Broker)* the right to obtain through standard reporting agencies, financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by the Seller and Sunbelt and will only be used for the purpose of confirming my ability to pay the consideration for such business and the Seller extending credit to me should an agreement to do so arise.
8. I confirm that I shall promptly provide sufficient evidence of identity and proof of sufficient funds to *(The Broker)* upon request.
9. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented to me, or companies, which I represent, will be conducted exclusively through *(The Broker)*.

10. By providing the information set out below (and any further information relating to the purchase of a Business) to *(The Broker)*, I expressly consent to the dissemination of such information to any Seller, any employee, director, consultant or advisor of *(The Broker)* or a Seller or any agent, assign or successor in title of *(The Broker)*. I acknowledge that *(The Broker)* may, without my consent, at any time novate or transfer any rights or obligations arising under this Agreement to another *(The Broker)* Advisor by giving me written notice of such novation or transfer.
11. This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
12. This Agreement is enforceable by the Sellers but otherwise only the parties to this Agreement may enforce any of the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. This Agreement may however be varied without the consent of the Sellers.

Agreed and accepted this _____ day of _____, 20____

Print Name(s): _____

Buyer's Signature(s): _____

Address: _____

Postcode: _____

Phone: _____

Mobile: _____

Fax: _____

Email Address _____

- What type of businesses are you interested in _____
- Before tax cash expectations from the business £ _____ Per month/Per year
- Please state the amount of your cash deposit £ _____
- What would your comfort level of total cash investment be? £ _____
- How soon could you close on the purchase of a business? _____
- Geographic area(s) of interest _____