

BBANE NON-DISCLOSURE AGREEMENT

BBANE Listing Number: _____ Business Description: _____
Asking Price \$ _____ Listing Broker: _____ Buyer's Broker: _____

The undersigned (the "Buyer") acknowledges that a broker affiliated with the Business Brokers Alliance of New England (BBANE) has a listing agreement with the owner(s) of the business described hereof (the "Listing Broker," "Seller," and "Business," respectively) and that _____ represents the Buyer as the Buyer's broker (the "Buyer's Broker").

In order to induce the Listing Broker and Seller to furnish information regarding the Business (the "Information") to the Buyer's Broker and Buyer for Buyer's evaluation and possible purchase of the Business and in consideration for the Listing Broker and Seller providing the Information, Buyer agrees and warrants to the Listing Broker, Buyer's Broker, and Seller as follows:

1. The Buyer as used herein shall mean and include the undersigned, individually, and in the Buyer's capacity as an employee, partner, stockholder, officer, director, agent, adviser, consultant, manager, member or any other capacity whatsoever of an entity associated with the Buyer. The Information shall include all verbal and written data, reports, records, or materials obtained from the Listing Broker or the Seller, whether in hard copy or electronic format.
2. Buyer shall not disclose any of the Information to any party other than persons within Buyer's organization, or independent advisors, who have a need to know such Information for the purpose of evaluating the possible purchase of the Business. Buyer agrees to be responsible for the compliance by any such other parties with all provisions of this Agreement. If Buyer decides not to pursue the proposed acquisition, Buyer will advise the Buyer's Broker of this fact and shall return to the Buyer's Broker all Information furnished to Buyer without keeping copies of it and destroy any and all Information presented to the Buyer in electronic format.
3. Buyer agrees to keep confidential that the Business is for sale, or listed for sale, or that any discussions are taking place concerning a possible sale of the Business. Buyer will not contact the Seller's employees, customers, suppliers or agents, other than the Listing Broker, for any reason whatsoever without the prior consent of the Listing Broker.
4. The Information furnished, and to be furnished, is provided by Seller, or based on representations of the Seller, and the Listing Broker and Buyer's Broker have made no investigation of it. Buyer releases the Listing Broker and Buyer's Broker from any liability or responsibility in connection with the accuracy, completeness, or any other aspect of the Information provided. Buyer agrees that any warranties or representations of the Seller for the Information provided will only be made in a Purchase and Sale Agreement in connection with the purchase of the Business. Buyer accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.
5. Buyer will present all offers for the business through the Buyer's Broker and conduct all negotiations on any proposed transaction through the Buyer's Broker. Buyer agrees not to take any actions that could interfere with or hinder the collection of the Listing Broker's or Buyer's Broker's fees in connection with this transaction.
6. Buyer represents that Buyer has sufficient resources to complete the purchase of the Business for the asking price and terms. Buyer agrees to provide, upon request by the Buyer's Broker, Listing Broker, or Seller, financial statements, credit reports, references, and other pertinent information evidencing such financial sufficiency.
7. Buyer will indemnify and hold harmless the Listing Broker, Buyer's Broker, and Seller from any and all claims or actions arising from Buyer's acts or failures to act in complying with this agreement, including reasonable attorney's fees and other expenses incurred. This Agreement shall be governed by the laws of the state of the principal place of business for the Business. If any part of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall be deemed to be valid and in full force and effect.
8. Buyer will not, for a period of three (3) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for a commission to be paid the Listing Broker, with the commission being defined as the amount agreed upon by Listing Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Listing Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Listing Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, or to lien holder or other party in procession or partial

procession of the assets or stock of the business including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Listing Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by the Listing Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provisions, Buyer will be liable for and pay said commission to the Listing Broker upon demand without any obligation on Listing Broker's part to first exhaust any legal remedies against Seller.

9. If any provision of this Non-Disclosure Agreement is held to be invalid, void or unenforceable, such provision shall be applied to the fullest extent permissible by law, and the remaining provisions of this Non-Disclosure Agreement shall remain in full force and effect.

Liquid Assets: \$ _____ Net Worth: \$ _____ Credit Score: _____ Current or previous occupation _____ How long have you been looking for a business? _____

Name

Date

Address

Home Phone **Cell Phone**

City **State** **Zip**

E-mail

Signature of Buyer Requesting Information