

BUYER CONFIDENTIALITY AGREEMENT & AGENCY DISCLOSURE

The undersigned prospective purchaser, _____ [insert name], of _____ [insert address of buyer] (the "Buyer") hereby acknowledges that Buyer approached _____ [insert name of business broker] (the "Broker"), of _____ [address of broker] in connection with the possible acquisition of the following business:

_____ [insert name of business]
_____ [insert details of business]
(the "Business")

and further acknowledges that Broker was the first to advise Buyer of the availability and details concerning the Business.

1. Buyer understands and agrees that all dealings concerning the potential acquisition of the Business will be handled through Broker, and that Broker has entered into an agreement with the seller ("Seller") of the Business for the payment of commissions.
2. Broker will furnish Buyer with certain proprietary information relating to the operations, properties, personnel, financial and other matters with respect to the Business, which information is non-public, confidential or proprietary in nature and is hereinafter referred to as "Confidential Information". It is understood that the Confidential Information shall be used solely for the purpose of evaluating the Business, and shall not be used for the purposes of gaining or detecting any trade secrets or any other competitive advantage. Buyer hereby agrees that the Confidential Information will not be used, in whole or in part, by Buyer, its employees, agents or representatives in any way that is or may be commercially detrimental to the Business or Seller, and that such information will be kept strictly confidential. Buyer shall be responsible for any breach of this Agreement by itself or by any of its employees, agents or representatives. All copies of any information provided shall be promptly returned to Broker or Seller upon request. Buyer agrees that it shall not retain any copies of the Confidential Information supplied pursuant to the terms and conditions of this Agreement.
3. Buyer shall not disclose or reveal any of the Confidential Information for a period of ____ years from the date of this Agreement to any person or entity other than its employees, agents or representatives who are directly participating in the evaluation of the Confidential Information for any purpose other than in connection with the proposed acquisition. Any employee, agent or representative of Buyer who has knowledge of any Confidential Information are bound by the terms and conditions of this Agreement.