

Grover Rutter CPA, ABV, CVA, BVAL
Business Brokerage, Valuation & Consulting LLC
1212 North Main Street, Findlay OH 45840
1-866-VALUATE * 419-427-1564 * Fax 419-422-7202

Buyer Non-Disclosure and 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 buyer will only be told 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.

****This information must be kept confidential****

AGREEMENT

The undersigned prospective purchaser (herein referred to as Buyer), in consideration for the Principals, Associates, Agents, Clients or Employees of Grover Rutter CPA, ABV, CVA, BVAL Business Brokerage, Valuation & Consulting LLC (herein referred to as Broker), for providing Buyer with information on any business offered for sale through Broker, hereby understands and agrees that:

1. **The term "Information"** shall include the fact that the business is for sale and other confidential data. The term Information does not include any information which is, or becomes, generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker without retaining any copies, summaries, analysis or extracts thereof.
2. **Buyer will not disclose** any information regarding these businesses to any other party, except to those directly involved in the sale or who will provide professional legal or financial advice, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Brokers right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Brokers commission.
3. **All negotiations** concerning any business will be handled exclusively through Broker. No contact with the Seller, Employees, Suppliers, Customers, Franchiser, or Landlord, etc. is permitted without direct authorization of the Broker.
4. **The Buyer Should be Aware** that, unless otherwise informed in writing, the Business Broker represents the Seller.
5. **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 a business.

6. **All Information is provided by Seller** and is not verified in any way by Broker. Broker is relying on Seller for the accuracy and completeness of said information. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to such Information. Broker may provide certain analysis of Information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Broker as to its accuracy or completeness. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.

7. **It is Understood** that the Business Broker merely acts as an intermediary and cannot give accounting, tax or legal advice. If the Buyer desires such advice, he or she is advised to seek such advice from a qualified professional.

8. **Prior to finalizing an agreement** to purchase or invest in a business, it is Buyer's responsibility to perform 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 it, and have a clear and distinct understanding that all profits are future in any business that he or she may purchase.

9. **The Buyer should be aware** that taking physical possession of a business prior to the legal closing may result in detrimental changes to the business and may affect the closing of the sale.

10. **The Buyer Agrees That the Business Broker is to receive** copies of all documents pertaining to this sale. The parties agree to instruct their respective legal advisor(s) or escrow holder to include the business broker in the distribution of documents pertaining to the sale.

11. **Should Broker or Seller Deem it Necessary**, Buyer grants the right to obtain a credit report through standard reporting agencies. If requested, Buyer also agrees to provide a resume and financial statement. Buyer understands that this information will be held in confidence and will only be used for the purpose of Seller extending credit to Buyer

12. **Buyer represents and warrants** having the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.

13. **Buyer understands that a violation of this Agreement** could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Broker named herein is joined in any litigation arising out of this Agreement.

14. **Brokers Right To Commission** In consideration of the information furnished and presentation to me of the places of business listed below as being available for sale or lease, I agree that should I buy, lease, manage, or come into possession of any of them within two (2) years from the date below, that I will protect the Broker's right to a commission. I understand that the Broker has a listing agreement or co-brokerage agreement with another Broker or a similar contract or agreement with the business owner or their authorized agent, of the businesses listed below which provide for a commission payment. I understand that if I interfere in any way with the Broker's contractual right to a commission from the Seller, I may be personally liable for the payment of that commission. I understand that should I become a manager, or

connected with any of the businesses listed below or should I buy, lease or rent the premises listed below, then a commission will be due the Broker. I understand that a commission is due if negotiations have commenced or I have seen the business during the listing period even if the listings become inactive.

This will acknowledge that on this date I have received and/or reviewed from Grover Rutter CPA, ABV, CBV, BVAL Business Brokerage, Valuation & Consulting certain pertinent and confidential information relating to the sale of the following businesses or properties for my sole and personal consideration:

_____	_____
_____	_____
_____	_____

Grover Rutter CPA, ABV, CVA, BVAL Business Brokerage, Valuation & Consulting LLC IS CONSIDERED THE AGENCY FIRST DISCLOSING DETAILS OF THE ABOVE BUSINESS TO THE UNDERSIGNED.

It is understood that Broker is representing the Seller and shall act solely on the Seller's behalf.

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding, and Receiving a Copy of this Document.

Please PRINT Name: _____

Signature: _____ Date _____

Home Address: _____

City/State/Zip: _____

Phone: _____ E-Mail _____

Broker: _____ Date: _____