

PROSPECTIVE BUYER CONFIDENTIALITY/DISCLOSURE AGREEMENT

Business For Sale Description _____

Our agreement with the Seller requires that we obtain a Confidentiality/Disclosure agreement and evidence of financial ability before disclosing the name, location, and information about Seller's business. This information will be kept confidential.

In consideration of Cincinnati Business Brokers (Broker") providing the information on businesses for sale, the undersigned prospective buyer (Buyer") understands and agrees:

1. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to businesses and their owners.

 (b) Not to disclose any information, regarding this business or other businesses shown to buyer, to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.

 (c) Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.

 (d) Not to circumvent or interfere with Broker's contract with the Seller in any way. Buyer understands that if Buyer interferes with Broker's contract right to its fee from Seller, Buyer may be personally liable to Broker for payment of the Seller's fee plus damages. Buyer understands that should Buyer become a manager or otherwise connected with any of the businesses shown or offered to Buyer for sale, or should Buyer buy, trade, lease or exchange any of the businesses disclosed to Buyer, then a fee equal to Seller's commission to Broker will be due to Broker from buyer. Buyer understands that if Buyer makes the purchase through Broker, Buyer will not be liable for the fee paid by Seller to Broker.
2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, Buyer shall make an independent verification of said information prior to entering into an agreement to purchase any business. Buyer agrees that Broker is not responsible for the accuracy of any of the information Buyer receives or fails to receive, and Buyer agrees to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to Buyer with respect to any business Buyer might purchase.
3. That should Buyer enter into an agreement to purchase a business, buyer will provide a financial statement and a personal and business history, and Buyer authorizes the Seller to obtain through standard reporting agencies financial and credit information about Buyer or the companies Buyer represents.
4. That Broker is not an agent for buyer, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.
5. BUYER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. BUYER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. BROKER ADVISES BUYER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.

If a buyer is a business entity (corporation, LLC, Partnership, etc.), the undersigned officer or authorized agent acknowledges he/she has full authority to enter into this agreement, and further agrees to be personally bound by the terms and conditions stated herein, including, but not limited to, personal liability for breach of this agreement, including damages resulting from disclosure of confidential information. If this agreement is submitted electronically, submission constitutes a legal signature per the Electronic Signature Act (Public law 106-229)

Buyer Name (please print) _____

Signature (individually and as authorized agent for Buyer) _____

Address _____ **City** _____ **State** _____ **Zip** _____

Phone # with area code _____ **Email** _____

