

## **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 the business.

**Information provided on any business offered for sale by the Broker is sensitive and confidential. Disclosure of this information would be damaging to the Seller's business and the Broker's fiduciary relationship with the Seller.**

*This information must be kept confidential*

### **Agency Disclosure**

**At all times we are an agent for the seller and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the seller which include utmost good faith, loyalty, and fidelity. We will negotiate on behalf and act as the advocate of the seller. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all the adverse material facts about the business actually known to us. Acknowledged\_\_\_\_\_.**

### **Agreement**

The undersigned prospective purchaser (herein referred to as Prospect), in consideration for the Principals, Agents, Clients, or Employees of Empire Business Brokers of Dallas-Ft. Worth, Inc. (herein referred to as Broker) for providing the Prospect with information on any business offered for sale through the 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 the Prospect'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. Prospect will not disclose any information regarding these businesses to any other party, except to those directly involved in the sale or who will provide legal or financial advice, in which case Prospect agrees to obtain their consent to maintain such confidentiality. If Prospect discloses the availability of a business to another party, and that party purchases or causes the purchases of the business without Broker, or if buyer interferes with the Broker's right to a commission from the seller in any manner, then the buyer may be responsible for payment of Broker's commission.
3. All negotiations concerning any business handled exclusively through Broker. No contact with the Seller, Employee's, Suppliers, Customers, Franchiser, or Landlord, etc. is permitted without direct authorization of the Broker.
4. Prospect will not seek to use or otherwise take unfair advantage of any trade secrets or other confidential information for buyer's 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.
5. All information is provided by the Seller and is not verified in any way by the Broker. Broker is relying on the Seller for the accuracy and completeness of said information and makes no warranty, expressed or implied, as to such information. Prospect agrees to indemnify and hold Broker harmless from any claims or damages from its use.

6. **Prior to finalizing an agreement** to purchase a business, it is the Prospect's responsibly to perform due diligence and make an independent verification of all information. Prospect will look only to the Seller and Prospect's own investigation for all information regarding any business offered by the Broker.
7. Should Broker or Seller deem it necessary, Prospect grants the right to obtain a credit report through standard reporting agencies. If requested, Prospect also agrees to provide a resume and financial statement. Prospect understands that this information will be held in confidence and will only be used for the purpose of the Seller extending credit to the Prospect.
8. Prospect understands that a violation of the Agreement could subject Prospect to legal action by Broker and/or Seller. Prospect agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this agreement or if Broker herein is joined in any litigation arising out of this judgment.
9. Prospect represents and warrants to have the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guaranteed the performance of this agreement.

**RECAP IN PLAIN ENGLISH**

1. We represent the seller, not you.
2. You are not to tell anybody the business is for sale including your best friend or minister. You must return all documents if you do not buy the business.
3. If you disclose the availability of a business to a third party, and they buy, or someone they told buys it, and the Broker loses out on the commission then you will pay the Broker's commission.
4. Everything goes through the Broker. The Seller has requested that all communication goes through the Broker to expedite the process.
5. You can't use what you learned to start a competing business or to hurt the Seller's business.
6. The Seller told us what we were telling you and we don't check everything out. We just relay it. You agree not to sue us if you rely on the information without checking it out yourself.
7. It is your responsibility to check everything out.
8. If Seller is going to carry back some of the sale he/she is going to want to see that you are qualified to run the business and that you pay your bills.
9. We will take whatever steps necessary to enforce this agreement.

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**THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ IT BEFORE SIGNING.**  
**THE UNDERSIGNED (PROSPECT) AGREES TO THE TERMS OF THE AGREEMENT AND EXPRESSLY ACKNOWLEDGE READING, UNDERSTANDING AND RECEIVING A COPY OF THIS DOCUMENT**

Print name \_\_\_\_\_

Date \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Empire Business Brokers of DFW, Inc.

Signature \_\_\_\_\_

Broker \_\_\_\_\_