



Non-Disclosure and Confidentiality Agreement

Our Agreement with our client(s) who are selling their business (hereinafter referred to as the "Seller") requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name, location or any confidential financial or operational information of the business.

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

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

The undersigned prospective purchaser (herein referred to as "Buyer"), in consideration for the principals, associates, agents, clients or employees of Empire Business Brokers of Philadelphia (hereinafter referred to as "Broker") for providing Buyer with information **on any business** offered for sale through Broker, hereby understands and agrees that:

The term "Information" shall include the fact that the business is for sale and all other confidential information. The term Information does not include any information that 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.

Buyer will not disclose any Information regarding these businesses to any other party, except to those directly involved in the sale or those 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 Broker's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Brokers commission as outlined on the listing agreement for that business.

All negotiations concerning any business shown will be handled exclusively through Broker. No contact with the Seller, its employees, suppliers, customers, franchisor, or landlord, or other parties directly or indirectly involved with the business is permitted without direct authorization of the Broker.

Buyer will not use, 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 in and/or purchase of the business.

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 REGARDING THE ACCURACY OF SAID INFORMATION AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION OR ANY ANALYSIS, INTERPRETATION OR EVALUATION UPON WHICH IT IS BASED.** Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.

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 the accuracy and completeness of all information regarding any business offered by the Broker.

BUYERS INITIALS _____

DATE _____

Should Broker or Seller deem it necessary, Buyer grants Broker and Seller 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 evaluating Buyer as a prospective purchaser or extending credit to Buyer.

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

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 is joined in any litigation arising out of this agreement.

This will acknowledge that on this date I have received and/or reviewed from Empire Business Brokers of Philadelphia certain pertinent and confidential information relating to the sale of the following businesses or properties for my sole and personal consideration.

EMPIRE BUSINESS BROKERS OF PHILADELPHIA 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 Sellers 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: _____

Address: _____

City/State/Zip: _____

Phone # _____

E-mail Address _____

For EMPIRE BUSINESS BROKERS OF PHILADELPHIA

Broker (Print) Signature: _____

Date: