

## CONFIDENTIALITY & AGENCY AGREEMENT

The undersigned prospective Buyer acknowledges being first introduced by Premier Business Opportunities (“Broker”) to the business to be named immediately following receipt of agreement by Buyer to this Agreement. Whereas Premier Business Opportunities acknowledges that it has been requested to and will furnish to the individual/company named above (“Buyer”) certain information relating to the following business(identity will be disclosed upon signing if this agreement):

**All businesses presented to Buyer by Broker** (“Business”) for the purpose of negotiating with Seller (“Seller”) of said business for the possible purchase by buyer of all or part interest of the stock or assets relating to Seller’s business; and, Whereas Seller desires to maintain the confidentiality of the information disclosed; Now, therefore, Buyer agrees as follows:

### 1. NON-DISCLOSURE OF INFORMATION

Buyer agrees to not disclose any Confidential Information, as hereinafter defined, or permit access to Confidential Information without the prior written consent of the Seller, by anyone other than: (a) Buyer’s management, (b) Buyer’s legal counsel, (c) independent accountants, or (d) other qualified agents retained by Buyer to whom disclosure or access is necessary for buyer to evaluate the Business.

Disclosure of Confidential Information shall be made to these persons only in connection with the potential acquisition of the Business, and then only if they understand and agree to be obligated to maintain the confidentiality of such Confidential Information.

Buyer further agrees that neither Buyer, nor any other party employed or engaged by Buyer, shall use or permit the use of Confidential Information in manner whatsoever, except as may be required for Buyer to evaluate facilities, operations, and personnel of the Business.

If the Buyer does not purchase the Business, Buyer at the close of negotiations, will return to Broker all records, document, and information that has been provided to Buyer and will not retain any copy, reproduction, or record thereof.

### 2. DEFINITION OF “CONFIDENTIAL INFORMATION”

The term “Confidential Information” shall mean all financial information , production information, processes, manufacturing procedures, marketing information, pricing information, correspondence, contracts, customer lists, and any other information (whether written or oral or otherwise) made known to the Buyer: (a) from any inspection, examination, or other review of the books, records, machinery, devices, processes, or production methods of Seller; (b) from communications with the directors, officers, employees, agents, or representatives of Seller; or (c) during visits to Seller’s premises.

### 3. NON CIRCUMVENTION

The Buyer agrees to conduct all communications to Business Related Parties through the Broker, unless specifically permitted in writing by Seller or Broker. Business Related Parties include the Seller and all other parties related to Seller and/or Seller’s Business including but not limited to employees, landlords, suppliers, advisors, and customers.

### 4. DISCLAIMER OF BROKER’S LIABILITY

The information which Broker will provide under this agreement to Buyer has been provided to Broker by the Seller or by the management of the Seller. Broker Expressly disclaims any and all liability for representations of warranties, expressed or implied, contained in such Information, or for omissions from them or the accuracy of any and all information provided. The Buyer is solely responsible to personally examine and investigate the business and its assets, to obtain legal and tax counsel, if so desired, prior to making an offer to purchase. Any agreement or decision by Buyer to pursue a transaction regarding Business shall be based solely on the investigation by the Buyer and its hired agents.

### 5. BROKER FEE & BUYER’S AGENT REPRESENTATION

The Seller and not the Buyer shall be responsible for the payment of the brokerage fee.

In many cases, Buyers and Sellers are represented by a single Broker/Agency known as a “Dual Agent”.

However, if Buyer chooses to be represented by an Agent other than Premier Business Opportunities, Buyer must immediately inform Premier Business Opportunities and should NOT agree to this Agreement, where by

doing so, Premier Business Opportunities will be acting as Buyer's Agent by directly engaging in the exchange of personal and confidential information between Buyer and Seller. If Buyer chooses another Agent, Buyer must have all communications and exchange of information performed through their Agent from this point forward. Failure to disclose other Agency representation and agreement to the terms of this Non-Disclosure, Broker is hereby entitled to full broker fee from Seller, regardless of whether Buyer is a licensed Real Estate agent/broker, or later chooses to be represented by another agent.

Note: If Buyer chooses another Agent, Broker will split the fee, paid by Seller, only in the event the other Agent is both licensed by the DRE AND has the minimal experience required to properly perform the sale of a business, because lack of knowledge and experience are much more likely to cause financial and/or operational damage to Seller. Broker shall have the right to determine whether or not to cooperate and/or split fees with other Agents, which shall be based on the best interests of Seller and not Broker's financial gain.

**6. FURTHER TERMS OF THIS AGREEMENT**

It is further understood and agreed that:

- (a) Buyer shall neither contact nor conduct any purchase negotiations with the Seller of Business except through Premier Business Opportunities and its agents:
- (b) Should the Business for sale disclosed by Premier Business Opportunities result in a purchase agreement. Premier Business Opportunities is protected for its full fee for eighteen (18) months from the date thereon, should the Buyer purchase said Business shown.
- (c) Should Buyer breach the terms of this agreement or use this information for any purpose detrimental to the Seller, nor interfere in any way with Seller's contract with Premier Business Opportunities, Buyer may become personally liable for any and all damages incurred to both Broker and Seller.

- 1. Full Name: \_\_\_\_\_
- 2. Phone #: \_\_\_\_\_
- 3. Email: \_\_\_\_\_
- 4. City of Residence: \_\_\_\_\_
- 5. Current Occupation: \_\_\_\_\_
- 6. My experience in this type of business is: (please include as much detail as possible)
  - a. Management: \_\_\_\_\_
  - b. Current Businesses Owned: \_\_\_\_\_
  - c. Past Businesses Owned: \_\_\_\_\_
- 7. I PERSONALLY plan to work in the business: \_\_\_\_\_ hours per week.
- 8. I PERSONALLY have the down payment as follows:
  - Cash: \$ \_\_\_\_\_
  - Home Equity: \$ \_\_\_\_\_
  - Other(specify): \$ \_\_\_\_\_ Source: \_\_\_\_\_
  - Other(specify): \$ \_\_\_\_\_ Source: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**