

**BUYER CONFIDENTIALITY, NON-DISCLOSURE AND WARRANTY AGREEMENT**

Business \_\_\_\_\_

ID \_\_\_\_\_

Asking Price and Terms \_\_\_\_\_

*Please read this agreement before you sign it.*

In order to protect the value and goodwill of a business as a "going concern" the sale must be a confidential process. This benefits you as the potential owner, as well as the current owner, by maintaining the integrity of the important relationships with customers, employees, suppliers and competitors. When the sale is kept confidential, operations can continue smoothly and a successful, effective transition can take place.

The undersigned (the "Buyer") understands and acknowledges that AccuBrokers, Inc. (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. In consideration of the Seller's willingness to provide the undersigned prospective Buyer, its agents and representatives ("Buyer") with Confidential Information (as defined below) about the Seller and the Seller's assets and business (the "Business"), Buyer hereby covenants, understands, agrees, represents, and warrants to the Broker and the Seller as follows:

**DEFINITION OF "CONFIDENTIAL INFORMATION":**

1. Confidential Information shall mean any information the Broker or the Seller provides to the Buyer that is proprietary in nature and which the Seller does not intend to be disclosed to the public, regardless of whether or not such information is marked as confidential. Confidential Information shall include, but is not limited to information considered as a "Trade Secret" (as defined by applicable law), plus any information disclosed or made available to the Buyer regarding the Seller and the Business, such as financial information, asset and equipment lists, customer and vendor lists, and employee information. THE PARTIES EXPRESSLY AGREE THAT UNLESS INFORMATION PROVIDED TO THE BUYER IS MARKED AS NOT CONFIDENTIAL OR IS OBVIOUSLY PUBLIC KNOWLEDGE, ALL INFORMATION PROVIDED TO THE BUYER RELATING TO THE SELLER AND THE BUSINESS SHALL BE DEEMED TO BE, AND SHALL BE TREATED AS, CONFIDENTIAL INFORMATION.

**NON-DISCLOSURE OF INFORMATION:**

2. During the period of time that the Buyer is undertaking Buyer's review of the Business, or is in possession of Confidential Information, and for a period of two (2) years after the Buyer returns all of the Confidential Information provided to the Buyer (the "Term"), the Buyer will not, either directly or indirectly, distribute, disclose or disseminate any Confidential Information to any third party. The Buyer may disclose the Confidential Information to the Buyer's professional advisors; however, the Buyer shall remain liable for any unauthorized disclosure of Confidential Information. In addition, during the Term, the Buyer will not (i) interfere with the Business, (ii) hire or solicit any of the Seller's employees, or (iii) solicit any of the Seller's customers.

3. **Buyer will not disclose**, except to the extent required by law, to any parties other than the persons described in Paragraph 2 above **that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.** The buyer accepts full responsibility for full compliance for all provisions of this agreement by such other persons.

4. In addition, during the Term, the Buyer shall not provide competitive goods or services to Seller's customers within the business's market area as defined in the Seller-supplied business information; provided, however, that the Buyer will not be in violation of this paragraph if the Buyer acquires a business that provides competitive goods or services if that business is in existence at the time the Buyer signs this Agreement. Competitive goods or services shall mean those goods and/or services that the Seller provides in the Business.

5. The Buyer expressly acknowledges and agrees that with respect to all restrictive covenants contained in this Agreement, (i) he/she has read these restrictive covenants, (ii) they are reasonable to protect the Seller's business interest in the Business, (iii) the Buyer is bound by these restrictive covenants; (iv) the Buyer will adhere to these restrictive covenants; and (v) failure of the Buyer to adhere to these restrictive covenants will result in damages to the Seller for which the Buyer will be liable.

6. If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

**NON-CIRCUMVENTION AGREEMENT:**

7. Buyer will not contact directly or indirectly, the Seller's banker, accountant, attorney, employees, representatives, agents, suppliers, competitors, customers or others who might have information concerning the Seller without written permission from the Broker or the Seller.

8. The Buyer shall direct or submit all communications, correspondence, inquiries, negotiations and purchase offers relating to the Seller and the Business through the Selling Broker. Buyer shall not visit the business without the express permission of the Listing Broker.

**DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:**

9. The Buyer acknowledges that the delivery of any information, including Confidential Information (collectively, the "Information") relating to the Business has not been verified or audited by either the Listing Broker or the Selling Broker, and the Listing Broker and the Selling Broker make no warranties or representations concerning the accuracy of the Information. The Buyer acknowledges that the Listing Broker and the Selling Broker have advised the Buyer to, and the Buyer understands that the Buyer should, exercise adequate due diligence, through its own independent investigation, before making any decisions relating to the Business. The Buyer further acknowledges that it will not rely upon any statements or opinions of any kind of the Listing Broker or the Selling Broker, their agents, employees or representatives, in connection with the purchase and sale of the Business. The Buyer releases the Listing Broker and the Selling Broker, their agents and representatives, of any and all claims arising from or relating to the accuracy or completeness of the Information.

**FURTHER TERMS:**

10. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

Buyer's Initials:  X  Date: \_\_\_\_\_

11. The Buyer acknowledges that the Seller is an intended third party beneficiary of this Agreement. Therefore, in the event of breach of this Agreement, the Seller shall be entitled to collect its expenses of litigation, including its reasonable attorneys' fees, from the defaulting party or parties. The Buyer agrees that this Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and that venue for any such action shall be in the County in which the principal office of the Business is located. In addition to all remedies provided at law or in equity, the Seller shall be entitled to seek a temporary restraining order and a temporary and permanent injunction to prevent a breach of this Agreement, without the requirement of posting a bond or other security. This Agreement contains the entire understanding of the Buyer and the Seller with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings of the Buyer and the Seller relating to the subject matter hereof. The signature of the Buyer to this Agreement shall bind that person individually plus any entity which the individual represents. For the purposes of this Agreement, the Listing Broker is the Broker that has listed the Business for sale and the Selling Broker is the Broker that will introduce the Buyer to the Business.

12. It is expressly agreed that any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the fullest extent permitted under the applicable law.

13. This Agreement does not obligate buyer to purchase the business or any of the assets of the business; however, the terms of this Agreement shall survive for the time periods set forth in this Agreement. In the event that buyer purchases the business, this Agreement shall survive the closing, and in the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

14. The parties agree that one or more facsimile copies of this Agreement with signature(s) shall be sufficient. Each party that has a copy of this Agreement with an original signature shall retain such copy in safe keeping and shall produce it upon request.

Business	ID	Asking Price and Terms
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<b>BUYER:</b>	<input checked="" type="checkbox"/>	
Please provide all applicable information.		
	Signature	Date
	Printed Name	Title
Address	Home Phone Number	
City/State/Zip	Mobile Phone Number	
Email Address	Work Phone Number	
Capital Available for Investment	Fax Number	
Company Name (If Applicable)	Web Address (If Applicable)	

<b>LISTING BROKER:</b>	<b>SELLING BROKER:</b>
Ron Yurick	Ron Yurick
Agent name	Agent name
AccuBrokers, Inc.	AccuBrokers, Inc.
Company	Company
11535 Park Woods Circle, Suite A	11535 Park Woods Circle, Suite A
Address	Address
Alpharetta, GA 30005	Alpharetta, GA 30005
City/State/Zip	City/State/Zip
(770) 667-2475	(770) 667-2475
Telephone	Telephone
(770) 667-4921	(770) 667-4921
Fax	Fax
ryurick@accubrokers.com	ryurick@accubrokers.com
Email	Email