

## Non Disclosure & Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ (the "Effective Date"), by and between All Business Broker (the "Company") and \_\_\_\_\_ ("Potential Buyer") or any of his relatives, friends or family members.

### RECITALS:

1. WHEREAS, the Company is a brokerage firm that matches Buyers and Sellers of businesses. It limits the dissemination of Seller's confidential and proprietary information to those who execute this Confidentiality Agreement and who expressly agree to provide evidence of financial ability to qualify as a Buyer of the business referred for sale (the "Business").
2. WHEREAS, Potential Buyer agrees that it will make no direct contact (or indirect, *i.e.*, through a third party) with the Business or with the owner, owners, employees, agents or customers of the Business, without the prior express written consent of the Company. In the event such occurs, Buyer agrees that it will be solely responsible for the commission that Seller agreed to pay Company, together with any and all damages, monetary and otherwise, relating to such unpermitted contact.
3. WHEREAS, no third party disclosures will be made by Potential Buyer, except to its business, legal or financial advisors, in which event the Buyer shall obtain their agreement to maintain confidentiality as set forth in this Agreement prior to disclosure to them.
4. WHEREAS, the Potential Buyer and the Company acknowledge that as a necessary part of the Potential Buyer's investigation of the Business the Potential Buyer will have access to confidential knowledge and information and knowledge about the business policies, internal structure, trade secrets, customers, procedures and methods of the Business' business, financial information and other confidential information. It is further acknowledged that the disclosure of the same to anyone other than Potential Buyer would cause the Business to suffer substantial, immediate and irreparable harm.
5. Please provide a **copy of your driver's license** without driver license number.
6. Are you a **Business Broker or Real Estate Agent/Broker**: \_\_\_\_\_
7. I understand that All business Broker does not make any representations or warranty as to accuracy of the information.

NOW, THEREFORE, in consideration of, and as a condition of the new or continued release of information to the Potential Buyer, the continuing disclosure by the Company and/or the Business to the Potential Buyer of the knowledge, procedures and information described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Company and the Potential Buyer hereby make the covenants hereinafter set forth:

### 1. **Definitions:**

- a. The term Business as used herein shall include any subsidiary or affiliate of the Business which may be offered for sale to the Potential Buyer.
- b. The term "Confidential or Proprietary Information" as used herein shall mean any and all information not in the public domain, in any form, possessed by, used by, under control of, emanating from, or otherwise relating to the Business including, but not limited to, trade secrets, procedures, bid and financial pricing information and strategy, financial data and business records, invoices and other financial statements, computer programs, records and data in any form, information regarding the Business' contracts and all information, in any form, in any way pertaining to any Customer, vendor or business partner of the Business including, but not limited to, all names, contact information, records or any other compilation of information, whether written or unwritten, which is used in the Business.
- c. The term "Other Entity" as used herein shall mean any person, business, firm, association, venture, joint venture, partnership, corporation, company or other entity other than the Company.

**2. Confidentiality and Non-Disclosure:**

- a. Potential Buyer agrees that, at no time, shall it disclose to any person or Other Entity any Confidential or Proprietary Information.
- b. All documents, records and business forms relating to the Business or the Confidential or Proprietary Information of the Business (“Documents”) shall be the sole and exclusive property of the Business and shall be surrendered to the Business at any time upon request of the Business, and in the event that the Potential Buyer has any copies of any such Documents in its possession or control, the same shall also be surrendered immediately to the Business therewith, with Buyer retaining no copies in any form whatsoever.

3. **Damages and Remedies:** The Potential Buyer expressly agrees to indemnify and hold harmless the Company, its officers, directors, employees and agents from any and all loss, damage, expense or cost (including attorney’s fees and disbursements attendant thereto) arising out of or in any way connected with the Potential Buyer’s breach of any duty, obligation, representation, warranty and/or covenant in this Agreement and in any fashion related to the accuracy of any and all information whatsoever provided by the Business either directly or through the Company.

4. **Miscellaneous:** This Agreement supersedes any agreement, oral or written, with respect to the subject matter hereof. This Agreement shall inure to the benefit of the successors and assigns of the Company and shall be binding upon the Potential Buyer’s successors, assigns, administrators and representatives. The Potential Buyer may not assign this Agreement. If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered. Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law. This Agreement shall in all respects be governed, construed and enforced in accordance with the laws of Maryland, and the parties consent to the jurisdiction of, and agree that any legal action arising under this Agreement shall be instituted in and adjudicated by the courts of Maryland; provided, however, that the Company may initiate litigation in such other jurisdictions as it deems necessary to enforce its rights as set forth herein. Company shall be reimbursed its reasonable attorney fees and costs incurred in the event of any dispute relating to the terms hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the Effective Date set forth above.

**POTENTIAL BUYER:**

Driver License Copy attached without the DL number

\_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

All Business Broker, Inc

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Business listing you are interested : \_\_\_\_\_

Funds available to purchase a business: \_\_\_\_\_