Southcoast Business Group, LLC
2950 Tamiami Trail North, Suite 200
Naples, FL 34103
239-596-8200 phone | 239-263-4142 fax

# BUYER CONFIDENTIAL NON-DISCLOSURE AGREEMENT BROKER DISCLOSURE

Our agreement with the Seller requires that we obtain a Non-Disclosure and evidence of financial ability before disclosing the name and location of his/her business. This information will be kept confidential.

In consideration of the broker,_____("Broker") providing the information on businesses for sale, I/we understand and agree:

1. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.

   (b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.

   (c) Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.

   (d) Not to circumvent or interfere with Broker's contract with the Seller in any way, I/we understand that if I/we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller's fee. We understand that should I/we become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale, or should I/we buy, trade, lease or exchange any of the businesses disclosed to me/us, then a fee will be due to Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.

2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information prior to entering into an agreement to purchase any business. I/we agree that Broker is not responsible for the accuracy of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.

3. That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or the companies I/we represent.

4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease, or transfer of Seller's business or property.

5. I/we acknowledge that we will receive confidential information about the Seller's business, operations, customers, and employees and agree not to start a business similar to the sellers listed above and not to solicit or contact Seller's employees or customers for a period of three years from the date herein. In the event Buyer for whatever reason does not purchase the business, Buyer agrees to immediately return to Broker any and all materials related to Seller without retaining any copies

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

| | |
|---|---|
| Signature Date | Broker Signature Company Name |
| Print Name | Print Name |
| Street Address | Street Address |
| City, State, Zip | City, State, Zip |
| Signature Date | Agent for VR Broker Date |
| Print Name | |
| Street Address | |
| City, State, Zip | |



Each Office Is Independently Owned and Operated

Copyright © VR 2009-2012