



## **Confidentiality/Non-Disclosure/Non-Circumvent Agreement**

### **This is a binding agreement**

In connection with the possible acquisition of any Business Entity and/or Real Estate ("Property") by you \_\_\_\_\_ ("Buyer"), Avail Business Brokers, LLC, dba Avail Brokers, ("Broker"), will furnish you with financial and other confidential information ("Information") related to the following Property for sale, \_\_\_\_\_. It is further understood this agreement shall extend to ALL businesses and/or real properties shown to Buyer(s) by Broker, and not just the one listed above.

In consideration of obtaining this Information, Buyer(s) hereby agrees as follows:

- 1.) All Information furnished to Buyer, by the Broker or Company, is deemed sensitive and confidential and its disclosure to others may be damaging to the Company and its owners. The Information shall include the fact that the company is available for acquisition. Therefore, compliance to all confidentiality is imperative.
- 2.) Buyer shall not disclose or reveal any Information to any persons other than advisors in Buyer's employ to evaluate the Proprietary Information for the purpose of acquisition only. Buyer shall ensure all his/her advisors are presented a copy of this agreement and informed of their responsibilities of confidentiality, non-disclosure and non-circumvent relating to the Information.
- 3.) All information furnished to the Buyer is for the express purpose of evaluating the company for possible acquisition and will not be utilized to foster competition with the Company. Buyer further acknowledges Avail Brokers to be the first Broker providing you with this information regarding this possible acquisition, merger, lease or purchase.
- 4.) Buyer acknowledges that Broker is in contractual agreement with Seller, and that any and all correspondence, solicitation, contact, formal or informal, pertaining to Company must, in all cases, be through Avail Brokers. Buyer shall not contact the respective Company owner; employees, suppliers, or customers except through the Broker, and then only with the Broker's written consent. The Buyer agrees not to solicit employees, for employment purposes or any other purpose.
- 5.) All information is provided by the Company 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, expressed or implied as to its accuracy. Prior to entering into a final agreement, Buyer and/or his/her advisors shall make an independent verification of said Information, as deemed necessary. Broker is not responsible for the accuracy or truth of any

Information that Buyer receives or fails to receive and Buyer agrees to indemnify and hold Broker and its agents harmless from any claims for damages resulting there from.

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6.) If Seller requests a current financial statement and/or credit information from Buyer, personally and/or corporately for purposes of Seller providing Buyer with Seller Financing, then Buyer agrees to cooperate with Seller and present this information within a reasonable period. This information shall be considered strictly confidential, and be furnished directly to Seller by Buyer.

7.) The undersigned agrees not to duplicate, photograph or otherwise copy any of the Information provided and agrees to promptly return all documents to Avail Brokers upon request or upon determination that buyer has no interest in the business.

8.) Buyer acknowledges that he or she currently is not, nor has ever been an agent of the Internal Revenue Service or any other Governmental Taxing Authority.

9.) Buyer agrees that any violation of this agreement may result in substantial and irreparable injury to the Company and/or its owner(s), (Seller), and that money damages may not be a sufficient remedy for any breach of this agreement, therefore the Company and/or its owner(s), (Seller), shall be entitled to specific performance or injunctive relief as additional remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedy for a breach of the Agreement but shall be in addition to other remedies available at law or equity. In the event that any suit or other action is commenced to construe or enforce any provisions of this agreement, the prevailing party, in addition to all other amount, shall be paid, by the other party, a reasonable sum for attorney's fees and costs.

10.) This agreement shall be subject to and governed by the laws of the State of Arizona.

11.) It is understood that Avail Brokers has entered into a marketing agreement with the Seller, or has been authorized as agent to represent the Company, and Buyer hereby acknowledges the Broker's Fiduciary Relationship is with the Seller. However, the Seller has also consented to Avail Brokers to provide Limited Representation to Buyer.

12.) Transactions often require sophisticated legal and financial knowledge. Buyer should study all relevant materials and hire the appropriate legal and financial advisors if deemed necessary.

13.) In the absence of an originally executed document, a facsimile, and/or a facsimile executed in counterpart, shall be acceptable as an original and enforceable document.

14.) No modification or alterations of this Agreement shall be effective unless in writing and signed by the respective parties.

Buyer(s) signatures below acknowledge that he/she/they completely understand all of the information contained in this Agreement. Buyer(s) agrees to the conditions and terms contained herein. Buyer acknowledges receipt of a copy of this Agreement.

**(Signature Page Follows)**

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**Buyer (#1) Signature** \_\_\_\_\_ Date \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**Buyer (#2) Signature** \_\_\_\_\_ Date \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**Buyer (#3) Signature** \_\_\_\_\_ Date \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**(Copy this page and add additional pages as necessary to include additional Buyers)**

**Avail Business Brokers, LLC (dba Avail Brokers)**

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Print Name of Agent

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Agent Signature

Date

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Broker Review

Date