

Non-Disclosure/Non-Circumvention Agreement

Business Transition Specialists LLC (BTS) agreements with engaged BTS Sellers requires that BTS obtain a Non-Disclosure and Non-Circumvention Agreement with evidence of financial ability before we disclose the name and location of any business or property. IN CONSIDERATION FOR information on businesses and properties offered for sale, I _____ (Buyer Name) of _____

(Buyer's Business Name) registered in the state of _____, this _____ day of _____, 20__ understand, agree and accept as follows:

1. Information provided on businesses or properties by BTS is sensitive and confidential and its disclosure to others would be damaging to the businesses or properties and to BTS; I will not use the confidential information I receive through this process to establish a competitive advantage over Seller;
2. I will not disclose any Information regarding the businesses or properties BTS presents to me to any other person who has not also signed and dated this Agreement except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall also include the fact that the business or property is for sale. The term Information does not include any information that is, or becomes, generally available to the public or is already in my possession. All Information provided to review the business or property will be returned to BTS without retaining copies, summaries, or analyses thereof in the event the review is terminated;
3. I agree that, in the event of such a breach of confidentiality or disclosure of trade secrets by me, I will pay to Seller as damages an amount of money necessary to fully compensate Seller for breach of confidentiality or disclosure of trade secrets, including but not limited to any or all of the following: (1) the asking price as described in the Seller Agreement or other information about the Seller's business or property provided to me by BTS; (2) any statutory damages available to Seller; and (3) any costs, including but not limited to legal fees, incurred by Seller and/or BTS to recover damages;
4. I will not contact the Seller, Seller's employees, suppliers, landlords, customers, or advisors except through BTS.
5. All Information is provided by the Seller and is not verified in any way by BTS. BTS is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. I agree that BTS is not responsible for the accuracy of any Information I receive and prior to finalizing an agreement to purchase a business or property, it is my responsibility to make an independent verification of all Information. I agree to defend, indemnify and hold harmless BTS, its agents, partners, officers, and consultants against any damages, losses, claims, liabilities, and/or lawsuits to which any of them may become subject in connection with services rendered herein or the use of information I receive from them. I agree to reimburse BTS for expenses, including legal and investigations reasonably incurred by them arising from or in connection with any action or claim made in connection therewith whether or not resulting in any liability. I will look only to Seller and to my own investigation for all information regarding any business or property offered by BTS. This section shall indefinitely survive termination of this agreement.
6. BTS' services do not include in any way legal, accounting, tax, investment or securities advice and Buyer is to utilize separate counsel for such guidance. BTS does not perform due diligence on behalf of the parties; Buyer is responsible for performing its own due diligence when contemplating a purchase transaction.
7. Should I enter into an agreement to purchase a business, property or assets BTS offers for sale, I grant to the Seller and BTS the right to obtain, through standard reporting agencies, financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by Seller and BTS and will only be used for the purpose of Seller extending credit to me should an agreement to do so arise.
8. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business or its assets (including the sale and/or lease of real estate) presented to me or being offered by BTS, will be conducted exclusively through BTS for a period of three years from the date of expiration of Seller listing agreements (the "Term") for any and all Sellers introduced to Buyer by BTS. During the Term of this agreement I will not attempt to directly, for another party or using another party purchase, rent or lease any part, parts or assets including real estate of Seller's business except exclusively through BTS.
9. I agree that if I circumvent BTS in the purchase of the business, property or assets introduced by BTS within the term of this agreement, I will pay to BTS as damages the full commission provided in the Agreement between Seller and BTS, as well as any costs, including, but not limited to, legal fees, incurred by BTS to recover the commission provided in the Agreement between Seller and BTS.
10. I agree that BTS as a firm will always be acting as a transaction agent. Unless otherwise agreed in writing agents of BTS also act as transaction agents. Where agents of BTS are designated in alternate agency relationships, BTS as a firm continues to function as a transaction agent. I agree that I have read, understood, signed and returned applicable agency disclosures to BTS. BTS may disclose at its discretion its agency relationships among any and all parties.
11. Businesses or properties engaged by BTS will be added and included in this agreement, by reference in written correspondence, as they are shared with the Buyer.

GOVERNING LAW: The Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri and jurisdiction of Jackson County.

DISCLAIMER: Buyer should obtain legal and other professional advice to assist in reviewing and evaluating information prior to making any offers to purchase.

ACKNOWLEDGEMENT: Buyer acknowledges that he/she/it has read, understood and received a copy of this Agreement.

Signed personally and for the business named above.

Buyer Signature(s): _____

Current Occupation: _____

Address: _____ City: _____ ST: _____ Zip: _____

Home Phone: _____ Mobile: _____ Work: _____ Fax: _____

Email Address: _____

Funds Available for Acquisition (with real estate equity) \$ _____ Sources of funds: _____

FOR OFFICE USE ONLY: Principal's Name: _____

Businesses Discussed: _____, _____, _____

_____, _____, _____