

# CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT is entered into between Charlotte Business Brokers, Inc. d/b/a Charlotte Business Brokers Mergers and Acquisitions (hereafter "CBBMA") and the prospective purchaser (hereafter "Purchaser") of a business offered for sale through CBBMA. "Seller" shall refer to the business named below offered for sale by or through CBBMA, as well as the owners of such business. CBBMA and Purchaser agree as follows:

Description of Business: \_\_\_\_\_ Listing # (If Known): \_\_\_\_\_

1. Purchaser understands and agrees that CBBMA is representing Seller and has a contract with Seller providing for a fee to be paid upon certain events, including sale, trade, lease or transfer of Seller's business or property.
2. In consideration of CBBMA introducing to Purchaser business opportunities for sale, Purchaser agrees not to contact Seller or any entity or person having a business relationship with Seller, including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients and customers, except through CBBMA with CBBMA's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through CBBMA will be conducted exclusively through CBBMA.
3. Purchaser further agrees not to circumvent or interfere with CBBMA's contractual relationship with Seller in any way. PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER WILL BE LIABLE TO CBBMA FOR DAMAGES IN THE EVENT OF INTERFERENCE WITH CBBMA'S CONTRACTUAL RELATIONSHIP WITH SELLER.
4. Purchaser agrees that any and all information provided to Purchaser regarding a Seller is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to Seller. Purchaser will not utilize any furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for two (2) years from the date hereof and shall be applicable to competition within the existing and planned marketing area of the Business.
5. Purchaser agrees that any information obtained at any time pursuant to investigation and consideration of the purchase of Seller's business shall be kept in strict confidence, and not be disclosed to any other person, except professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising Purchaser. In the event of such permitted disclosure, Purchaser will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that this non-disclosure provision is intended for the benefit of Seller, who is a third party beneficiary to this Agreement. As such, Seller may bring an action to enforce its terms and to recover damages for breach of this provision.
6. In the event Purchaser for whatever reason does not wish to purchase Seller's business, Purchaser agrees to immediately destroy or return to CBBMA any and all materials related to Seller without retaining any copies.
7. PURCHASER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. PURCHASER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. CBBMA HAS ADVISED PURCHASER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.
8. Purchaser understands that Seller, or other sources identified by Seller, provides all information regarding any business offered for sale, and such information is not verified in any way by CBBMA. CBBMA has no knowledge of the accuracy of ANY information provided to Purchaser and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. Purchaser shall be responsible for making an independent verification of such information prior to entering into an agreement to purchase any business. Purchaser further understands and agrees that CBBMA shall NOT be responsible for the failure to disclose material information related to the purchase of any business. Purchaser agrees to indemnify and hold CBBMA and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to Purchaser with respect to any business Purchaser might purchase.

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9. Purchaser understands that financial institutions or others may pay a referral fee to CBBMA for referring potential clients.

10. In the event of any judgment, award, or arbitration decision against CBBMA, the maximum liability of CBBMA and its sales associates and agents shall be limited to the amount of commission actually received.

11. This Agreement shall be governed by the laws of the State of North Carolina, and Purchaser agrees that any action to enforce this Agreement may be brought in the appropriate courts located in Cabarrus County, North Carolina.

12. If Purchaser is a business entity (e.g. corporation, limited liability company, limited liability partnership, limited partnership, etc.), the person completing the information he/she has full authority to enter into this Agreement, and further agrees to be personally bound by the terms and conditions stated herein, including, but not limited to, personal liability for breach of this Agreement, including damages resulting from disclosure of confidential information.

13. All business purchases require a specific amount of capital to purchase. As part of our commitment to our clients, we only provide confidential information to buyers that meet a financial criterion. This section must be completed:

A. Cash Available to Purchase a business: \_\_\_\_\_.

B. Approximate **\*Net Worth (circle one)**:

- a. \$ 50k to \$ 100k
- b. \$ 100k to \$ 250k
- c. \$ 250k to \$ 500k
- d. \$ 500k to \$ 1 million
- e. \$ 1 million to \$3 million
- f. Over \$ 3 million

EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20**18**.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Typed/Printed Name of Signatory

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
email address

**\*Net worth is calculated by:**

- Adding up your assets (Money in bank or market including IRA's, Real Estate Value, Automobile value and any other property owned.
- Subtract your Debts: Real Estate Mortgage, Auto Loans, Personal/Business Loans and any other debt.
- **Your net worth is the Total Assets less your total Debts.**