

# Sapphire Commercial Finance LLC

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**THIS IS A LEGALLY BINDING AGREEMENT  
PLEASE READ CAREFULLY BEFORE SIGNING**

**NON-DISCLOSURE, NON-CIRCUMVENTION AND  
CONFIDENTIALITY AGREEMENT**

## **AGREEMENT**

The undersigned hereby understands and agrees to the following:

The term "Information" shall include the fact that the business is for sale and other confidential data.

Buyer will not disclose any information regarding any business to any other party, except to those directly involved in the sale or to those who will provide Buyer with professional, legal or financial advice on the sale, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Broker's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for the payment of Broker's commission as outlined on the listing agreement for that business.

All negotiations concerning any business shown will be handled exclusively through the Broker. No contact with the Seller, Employees, Suppliers, Customers, Landlord, etc. is permitted without direct authorization of the Broker.

All information is provided by Seller and is not verified in any way by Broker. Broker makes no warranties, express or implied, as to any information provided by Seller. Broker may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Broker as to its accuracy or completeness. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.

Buyer is responsible to perform due diligence and make an independent verification of all information regarding any business offered by the Broker.

Buyer understands that a violation of this Agreement could subject Buyer to legal action by Broker and/or Seller.

It is understood that Broker is the exclusive representative of Seller and Buyer agrees not to circumvent the Broker in any way.

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This is a legally binding agreement. The laws of the State of Virginia govern this agreement.

BUYER NAME(Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Home Address \_\_\_\_\_

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

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_