



Nationwide Brokerage Group Inc
Real Estate | Gas Station Sales | Consulting

CONFIDENTIALITY AGREEMENT WITH NATIONWIDE BROKERAGE GROUP INC

This CONFIDENTIALITY AGREEMENT is entered into between Nationwide Brokerage Group Inc (hereafter “Nationwide”) and the prospective purchaser (hereafter “Buyer”) of a business offered for sale through **Nationwide Brokerage Group Inc**. “Seller” shall refer to any business being offered for sale by or through Nationwide Brokerage Group Inc, as well as the owners of such business. Nationwide Brokerage Group Inc and Buyer agree as follows:

1. Buyer understands and agrees that Nationwide has an obligation to the Seller to obtain a Non-Disclosure and Confidentiality Agreement and evidence of financial ability before disclosing certain Confidential Information regarding the Business.
2. The term "Confidential Information" shall mean any and all information regarding the identity of the Business, and any of the Business's customers, customer lists, products, technology, trade secrets, production, plans, designs, drawings, specifications, marketing, processes, methods, costs, prices, finances, management or personnel, plus any other information Seller treated as confidential which is obtained by or in the course of Buyer's investigation, observation, or evaluation of the Business.
3. Buyer will maintain Confidential Information in strict confidence, and will not disclose it to any other person, except professional business advisers, partners, accountants, attorneys, etc. engaged to evaluate the business for the limited purpose of advising Buyer. In the event of such permitted disclosure, Buyer 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.
4. Buyer further agrees not to circumvent or interfere with Nationwide Brokerage Group Inc contractual relationship with Seller in any way. Buyer agrees that if Buyer purchases, leases, becomes affiliated in any capacity, or comes into possession of the Business or its assets within three (3) years from today, whether or not the Business listing has become inactive, Purchaser must use their best efforts to protect and implement Nationwide Brokerage Group Inc commission rights, and will not interfere with or attempt to circumvent these rights. Buyer understands and agrees that buyer will be liable to Nationwide Brokerage Group Inc for damages in the event of interference with Nationwide Brokerage Group Inc contractual relationship with seller.
5. Buyer agrees that any and all information provided to Buyer regarding a Seller is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to Seller.
6. Buyer will not contact the Seller, other owners, partners, members, stockholders, officers, directors, landlords, lessors, employees, suppliers, clients, customers, professional advisers, agents, competitors, or others who might have information concerning the Seller or the Business without the prior written permission of Nationwide Brokerage Group Inc or Seller.
7. In the event Buyer for whatever reason does not wish to purchase Seller's business, Buyer agrees to immediately return to Nationwide Brokerage Group Inc any and all materials related to Seller without retaining any copies.



8. Buyer understands that financial institutions or others may pay a referral fee to Nationwide Brokerage Group Inc for referring potential clients, and that Nationwide Brokerage Group Inc may pay referral and/or co brokerage fees to others to facilitate a transaction.
9. Buyer 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 Nationwide Brokerage Group Inc. Nationwide Brokerage Group Inc has no knowledge of the accuracy of ANY information provided to Buyer and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. Buyer shall be responsible for making an independent verification of such information prior to entering into an agreement to purchase any business. Buyer shall be responsible for making an independent verification of such information prior to entering into an agreement to purchase any business.
- Buyer further understands and agrees that Nationwide Brokerage Group Inc shall NOT be responsible for the failure to disclose material information related to the purchase of any business. Buyer agrees to indemnify and hold Nationwide Brokerage Group Inc and its agents harmless for any claims for damages which may occur by reason of the inaccuracy or incompleteness of any information provided to Buyer with respect to any business Purchaser might purchase.
10. Buyer acknowledges that buying a business involves risk. Buyer accepts sole responsibility for the decision to buy a business and agrees to rely solely on buyer's own independent investigation of the business being purchased. Nationwide Brokerage Group Inc has advised buyer to seek independent legal, tax, accounting, and other professional advice prior to making a purchase decision.
11. This Agreement may not be assigned by either party without the express consent of the other.
12. This Agreement shall be governed by and construed in accordance with the law of the State of New York.
13. In the event of any judgment, award, or arbitration decision against Nationwide Brokerage Group Inc, the maximum liability of Nationwide Brokerage Group Inc and its sales associates and agents shall be limited to the amount of commission actually received.
14. If Buyer is a business entity (e.g. corporation, limited liability company, limited liability partnership, limited partnership, etc.), the person completing the information and signing acknowledges that 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.

GAS STATION PREFERENCE



UNBRANDED



GAS STATION COMMISSION AGENT



BRANDED



GAS STATION WITH CARWASH



GAS STATION FOR LEASE



GAS STATION PACKAGE DEAL



GAS STATION WITH REPAIR SHOP



TRUCK STOP



GAS STATION WITH PROPERTY



GAS STATION OFF MARKET

NATIONWIDE RECEIVE'S REQUESTS FOR INFORMATION ON A DAILY BASIS, WE ARE UNABLE TO RESPOND TO REQUESTS UNLESS ALL FIELDS ARE FILLED OUT COMPLETELY AND CORRECTLY.

Initial Listing of Interest:

Down Payment Available: \$

Price Range:

County:

State:

Investment Source:

Date:

Full Name:

Email:

Cell Phone:

This Is A Legally Binding Agreement, Please Read Carefully Before Signing. Nationwide Brokerage Group Inc is considered the Agency first disclosing details of the above business(es) to the undersigned. The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding, and Receiving a Copy of this Document.

Please type or print clearly:

Signature: