

VR BUSINESS BROKERS · MID ATLANTIC BUSINESS BROKERS, INC.

7220 Wisconsin Avenue, Suite 305, MD 20814 Voice: (301)951-0051 Fax: (301)951-6300

NON DISCLOSURE AGREEMENT

Our agreement with the Seller requires that we obtain a Non-Disclosure Agreement, evidence of financial ability and in some cases a credit report on a prospective purchaser, before disclosing the name and location of his/her business. This information will be kept confidential.

1. **I/WE WILL NOT CONTACT SELLER, LANDLORD, SUPPLIERS, CUSTOMERS OR EMPLOYEES OF THE BUSINESS!**
2. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the business and their owners.
(b) Not to disclose for a period of three (3) years from the date of this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not signed this Agreement, except to secure the advice and recommendation of my business advisors (accountants, attorneys, etc.).
“Information” as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.
(c) Not to circumvent or interfere with Broker’s contract with Seller in any way. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker. I/we understand that if I/we interfere with Broker’s contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller’s fee. I/we understand that should I/we become manager, employee, or otherwise connected with any business shown or offered to me/us, then a fee is due Broker. I/we agree that at closing and/or upon any subsequent payment to Seller for the purchase of a business, if requested by Broker, I/we shall deduct Broker’s fee from the purchase price due Seller and pay same directly to Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.
3. That all information regarding businesses for sale is provided by Seller 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, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information prior to entering into an agreement to purchase any business. I/we agree that the Broker is not responsible for the accuracy of any information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.
4. That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal resume and business history, and I/we authorize Seller and/or Broker to obtain, through any credit reporting agency, financial and credit information about me/us or the companies I/we represent. I/we also agree that the above paragraph 3 shall be included in any purchase agreement.
5. That Broker is not an agent for me/us, but an agent for Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller’s business or property.

This Agreement, is covered by the laws of the State of Maryland, and any litigation arising out of it shall be brought before the Courts of Montgomery County, Maryland. I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read it carefully and fully understand it.

Signature of Buyer

Signature of Other Purchaser

Social Security Number

Telephone:

Date:

E-mail:

Print Other Purchaser’s Name

Home Address

Business Name & Address

PLEASE RETURN THIS FORM VIA FAX OR MAIL, MID-ATLANTIC BUSINESS BROKERS, INC.