

CONFIDENTIALITY/AGENCY DISCLOSURE AGREEMENT

THIS AGREEMENT IS HEREBY entered into and acknowledged by TFRANK INVESTMENTS, INC., dba Pensacola Business Brokers (Broker), and _____ (Prospective Buyer or Qualified Agent of Buyer)

WHEREAS, a business may furnish the Broker and Prospective Buyer certain confidential information relating to the affairs of one or more businesses. Said confidential information being given for the sole and exclusive purpose of considering the transfer of said business; and

WHEREAS, the Broker and Prospective Buyer shall review, examine, inspect or obtain such information only for the purpose stated above, and shall hold all such information confidential pursuant to the terms of this Agreement; and

WHEREAS, a business has or shall furnish to the Broker or Prospective Buyer certain confidential information, and may further allow them the right to inspect the above business, it is agreed:

1) This information being passed to Prospective Buyer will place Prospective Buyer in a position of trust, both expressed and implied, and Prospective Buyer will not pass this information to any person, company, corporation or entity, except as provide under Article 5 of this Agreement. Prospective Buyer may not use, or cause to be used, this information in the production, sale, licensing, manufacture, or otherwise, in competition with said business if such competition conflicts in any manner with the interest of said business;

2) That the undersigned shall make no copies or retain any of the information supplied by business;

3) That the undersigned will not contact the Seller of the business directly and understand that all negotiations, inquiries, investigations and offers to purchase and/or letters of intent must be made through said broker.;

4) That all information, including written notes, photographs, or memoranda taken by the undersigned shall be returned to broker, at the conclusion of all discussion;

5) That this information may be disclosed to the Attorney, Lender and/or Accountant of the undersigned provided they understand and agree that they have a fiduciary and ethical responsibility to also maintain the confidentiality of the business;

6) That this information shall not be discussed with any employee, landlord, or any other person or persons affiliated with business or business owner; and

7) That the undersigned is advised that the Pensacola Business Broker, being the agency procuring the sale of the real and/or personal property in question, is the agent of the SELLER.

Furthermore, all information provided by SELLER is not verified in any way by the broker., and all reliance as to the accuracy of said information shall be the burden of the PROSPECTIVE BUYER.

CONFIDENTIALITY/AGENCY DISCLOSURE AGREEMENT

Signature: _____ Date: ____/____/____

Address: _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ Fax # _____

E-Mail address _____

Present Occupation _____

Prior Ownership Experience _____

Business Opportunity You
Are Inquiring About _____

IMPORTANT: Due to our agreement with the owner(s), we require the below information completed prior to the release of any financials.

Desired Acquisition Date _____ Personal income needs \$ _____

Current Net Worth \$ _____ Allocation for down pymt. \$ _____

Remarks: _____

