

## **BUYER'S CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

Our agreement with the Seller requires that we obtain a Confidentiality and Nondisclosure Agreement and evidence of financial ability through a completed financial statement before disclosing the name and location of the business. This information will be kept confidential. In further consideration of the Seller's willingness to provide the undersigned prospective Buyer ("Buyer") with confidential information of the Seller ("Seller"), the undersigned Buyer hereby understands, agrees, represents and warrants to Broker and Seller as follows:

1. That information provided by Seller to Buyer is sensitive and confidential and that its disclosure to others would be damaging to the Seller and to the Broker's fiduciary relationship with the Seller.
2. Buyer will not either directly or indirectly distribute, disclose, or disseminate any confidential information (as defined below) to any third party for a period of five (5) years from the date of receipt of said information. However, Buyer may disclose the confidential information to Buyer's legal and accounting advisors provided they agree to be bound by this agreement prior to receipt of said confidential information. Buyer accepts full responsibility for compliance with all provisions of this Agreement by such other persons.
3. The term "confidential information" shall mean the very fact that the Seller's business is for sale, any discussions with respect to a possible sale, any information regarding the identity of the Seller, and any aspect of the Seller's business, customers, customer lists, vendors and vendors lists, products, services, technology, tax returns, production, plans, designs, drawings, specifications, marketing, processes, methods, costs, prices, finances, salaries, management and personnel, Trade Secrets (as defined by Georgia law), projections, proposals, competitors, and all other documentation and information disclosed or made available to Buyer by the Seller. Confidential information is subject to change or withdrawal without notice.
4. The word "Buyer" shall mean the undersigned as an individual, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, or as an agent, adviser or consultant for any business entity. Buyer states that Buyer is not an agent of, or connected in any way to, any local, state, or federal government agency. Buyer acknowledges that all confidential information provided shall be used solely for the purpose of evaluating the Business for possible purchase and shall not be utilized for any other purpose, including but not limited to hiring of the company's employees, providing competitive goods and services, or interfering with any business of the Seller.
5. Buyer agrees to return to Broker all confidential information without retaining copies, summaries, analyses or extracts thereof, within seven (7) calendar days in the event Buyer decides not to pursue the purchase of Seller's business or upon request by Broker.
6. All contacts with the Seller will be made only through the Broker unless otherwise agreed to by Broker. Buyer will not contact the Seller or Seller's employees, customers, suppliers, competitors, professional advisors, or agents, other than Broker, for any reason whatsoever without the prior consent of the Broker.
7. Buyer acknowledges and agrees that he first learned of the listing and possible sale and purchase of the Seller's company through the services of the Broker, and the information has not been made available to Buyer by any other person or legal entity. Buyer will not for a period of three (3) years from the date hereof, enter into any separate agreement for the purchase of the business, in whole or in part, or assist or promote any other party

in so doing. If Buyer purchases, leases, becomes a partner, or otherwise comes in possession of the Business within three (3) years from the date hereof, whether or not the Business listing has become inactive, the Buyer agrees the Broker is entitled to his fees. If the Buyer breaches the terms of this Agreement or in any way interferes with or attempts to circumvent Broker's right to a fee, Buyer shall be liable for such fee and any other damages in law or in equity, including reasonable attorneys' fees. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives.

8. Buyer acknowledges that the delivery of the confidential information from the Seller to Buyer is information which the Seller, his accountants or other representatives, furnished to the Broker and that Broker has not verified nor audited such information. Buyer acknowledges that Buyer should exercise and perform due diligence before making decisions based upon said information. Buyer releases Broker, his agents and representatives, of any and all claims, whether at law or in equity, arising from or relating to the accuracy or completeness of the confidential information furnished from the Seller to the Buyer. Buyer recognizes that Broker does not give tax, accounting, or legal advice.

9. Buyer acknowledges that Broker is not the agent of the Buyer. Broker is acting as the Seller's exclusive agent, has been retained by the Seller, and will be compensated by the Seller in accordance with a contract signed by the Seller and Broker. Seller is deemed to be a Third-Party beneficiary of all terms of this agreement.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties.

COMPANY: \_\_\_\_\_

Broker: \_\_\_\_\_

Date: \_\_\_\_\_

Kevin V. Wilkerson  
VAIL BUSINESS ASSOCIATES, LLC  
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Phone: (706) 322-0046  
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Buyer: \_\_\_\_\_  
(Signature)

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Date: \_\_\_\_\_

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\_\_\_\_\_ Initials & Date