

# \_\_\_\_\_ Listing# \_\_\_\_\_ Listing Name: \_\_\_\_\_

### **Confidentiality & Non-Disclosure Agreement and Buyer Information**

I agree on behalf of myself, or an authorized representative or direct agent of the company listed below, Tangent Brokerage will be furnishing information to me in secrecy and confidence pertaining to companies they represent for sale. This information includes, but is not limited to, information relating to each company's profitability, financial condition, operations, and prospects.

**In consideration for obtaining data, I agree:**

1. All information will be used solely for the deliberation of whether to proceed with an acquisition of the company.
2. I will not contact the seller(s), seller's customers, seller's vendors, or seller's employees, directly or indirectly.
3. I understand all inquiries, investigations, negotiations, offers to purchase, and/or letters of intent must be made through Tangent Brokerage. I acknowledge that Tangent Brokerage represents the seller(s) and will be paid Seller Fee during Closing of the sale. I agree that should I buy, lease, or otherwise come into possession business assets or the businesses shown to me by Tangent Brokerage, I will not interfere or deny Tangent Brokerage's right to fees under its agreement with the seller(s).
4. I understand that the seller(s) have supplied proprietary information relevant to my review of the acquisition opportunity, and I agree that the Tangent Brokerage makes no representation or warranty as to its accuracy or completeness.
5. I (we) understand: EMPLOYEES are -NOT AWARE- owner is selling this business. Employee awareness will harm both the seller and the seller's business. I (we) WILL NOT mention "selling the business" while visiting Seller's place of business at any time.
6. If I decide not to purchase this business, I will dispose of all information furnished without making or keeping copies of the information to Tangent Brokerage. If I purchase this business, I will obtain clearance that Tangent Brokerage was paid in full by Seller by the closing date or agree to be held personally liable and or a lien and UCC filing on my newly purchased entity for the unpaid commission plus all reasonable attorney fees to be added to the judgement.
7. All information received will be held in strict confidence and will not be disclosed to any person or agency not listed below who are directly involved in the evaluation of the potential acquisition; all parties that will receive a copy of the confidential material, including your attorney or accountant will be bound by the same terms that you are by your signature and so advised by yourself.
8. I agree that any breach of this agreement, directly or indirectly, will be harmful to the seller(s) and/or Tangent Brokerage.
9. Any affiliation or relationship with a State or Federal Government or agency (including but not limited to Treasury Dept,

Revenue Dept or IRS is disclosed on this line. Choose an item. Explain: \_\_\_\_\_ if line is blank w/o data, I hereby represent that "NO RELATIONSHIP" does exist or has existed.

Name (print clearly): x \_\_\_\_\_

Signature: \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: x \_\_\_\_\_ Cell#: \_\_\_\_\_

I Will Manage Business: Choose an item.

Other Deciders: Choose an item.

I have Industry experience: Choose an item (If yes) years' \_\_\_\_\_

Timeframe to purchase: Choose an item.

Liquid Assets (cash, stocks, bonds) Choose an item.

Real Estate Choose an item.

401K, SEP, SIMPLE, Roth, IRA Choose an item.

Funds for this business: Choose an item.

I have a Partner, Partner's Name: \_\_\_\_\_

I'm using: Choose an item.