

## **CONFIDENTIALITY**

We treat all of our dealings with clients and prospects confidentially.

We also require all prospective buyers to sign the below Confidentiality Agreement before providing any information regarding our seller clients. To expedite your search, you may wish print out this page and review it carefully.

### **CONFIDENTIALITY AGREEMENT**

This Agreement is made between the undersigned individually and for the referenced business entity, its officers, directors, partners, employees, agents, and advisors (Buyer) and Business Resource (Consultant) for the benefit of Consultant and a prospective seller (Prospect).

Whereas: Buyer has requested information from Consultant and Prospect for purposes of investigating a possible acquisition, merger, financing or joint venture involving all or part of the business interests owned by Prospect, described as:

Now Therefore: In order to induce Consultant to identify the Prospect and provide such information, Buyer agrees as follows:

1. Buyer will not disclose any information obtained hereunder, or in the course of its investigation, to any person or organization not herein authorized or make known to others, by disclosure or confirmation, that this company, division or product line is for sale or that financing is desired, either before or after termination of investigation or negotiations.
2. Without the specific prior approval of Consultant or Prospect, Buyer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, syndication member, or other financing source. In the event disclosure to such parties is deemed desirable, Consultant and Prospect may require the execution of a document similar to this agreement.
3. This Agreement applies to all information received by Buyer from Consultant or Prospect now and in the course of the investigation which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could cause substantial and irreparable damage to Consultant and Prospect.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or financing decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise Consultant when its investigations or negotiations are terminated and will return all information furnished, in whatever form, without retaining copies, summaries or extracts.
5. Buyer will not contact the Prospect's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Prospect without written permission of Consultant or Prospect. Buyer will not contact Prospect directly except when authorized by Consultant.

6. Consultant makes no representations or warranty, expressed or implied, as to the truth, accuracy or completeness of any information provided, or not provided, to Buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against Consultant for Buyers reliance thereon.

Agreed and Accepted the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Name of \_\_\_\_\_ Title: \_\_\_\_\_  
Individual: \_\_\_\_\_  
Organization: \_\_\_\_\_ Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Witness: \_\_\_\_\_