

**CONFIDENTIALITY AGREEMENT**

This Agreement is made between \_\_\_\_\_, a prospective buyer, individually and/or representing \_\_\_\_\_, hereinafter called BUYER, and **The BOSS GROUP**, hereinafter called BUSINESS CONSULTANT.

The Business(es)/Sellers, listed below, were first disclosed by the BUSINESS CONSULTANT as being for sale:

Business 1. \_\_\_\_\_ Business 2. \_\_\_\_\_

Business 3. \_\_\_\_\_ Business 4. \_\_\_\_\_

Business 5. \_\_\_\_\_ Business 6. \_\_\_\_\_

Seller shall permit Buyer to view the operations of the Business in return for their guarantee that information obtained from such viewing shall be kept confidential and will be used only by the Buyer and their advisors to evaluate the Business with the intent to purchase. Buyer agrees to disclose to the Broker the names and addresses of all Co-Buyers involved with purchasing, or assisting to purchase any Business disclosed. A Co-Buyer is any current or possible future partner, co-owner, stockholder, or equity shareholder who will review the Business to consider joining in purchasing or advising the Buyer. Co-Buyers are to be considered as equally subject to the terms and conditions of this Agreement. Lenders, Attorneys, Accountants, Business Consultants representing the Buyer and similar recognized professional advisors shall be bound to confidentiality by that their respective professional ethical standards are equal or greater than this agreement details and will not necessarily need to be disclosed unless considered a "Co-Buyer."

Buyer agrees not to provide any Seller information to current, past or future competitors, customers, employees, or suppliers and agrees not to use the information provided to enter into competition with Seller. Buyer accepts responsibility for keeping confidential any information about the business other than that which has previously been disclosed to the public through the Business Consultants's advertising or other provable means. Information to be kept confidential includes, but is not limited to: financial information, customer lists, suppliers, policies, procedures and leases. Buyer agrees not to communicate in any ant manner with any employees, competitors, suppliers or customers of the business that could or would possibly indicate Seller's intent to sell without the written consent of the Seller. Buyer will not tour the business without the Business Consultant present..

The information compiled and presented to you, the Buyer, is the property of the Business Consultant and is not to be duplicated without the Business Consultants's written consent. If you do not wish to purchase the Business, all information provided to you must be returned to the Business Consultant's most recent mailing address without undue delay.

This Agreement inures to the benefit of the Seller and shall be enforceable by the Business Consultant and/or the Seller by all available and equitable remedies. Upon breach of this Agreement, the enforcing party shall be entitled to attorney fees and costs related to enforcement. Buyer acknowledges that the Business is listed above by the Business Consultant and the BOSS Group.

Seller has supplied information relating to the operation of the Business, including, but not limited to, financial information. Business Consultant makes no representations, expressed or implied, as to the accuracy of the financial information or other information supplied by the Seller. Any projected or recast financial statements are just that, and do not warrant any specific performance or profitability of the Business, if purchased..

Buyer hereby acknowledges that the term "Business" means to include inventory, stock in trade, furniture, fixtures, equipment, supplies, trade name, trademarks, service name, patents, copyrights, phone/fax numbers, customer lists/contracts, vendor lists/contracts, computer hardware/software, website and any and all other tangible or intangible assets associated with or used by the SELLER in connection with the Business being sold. No real estate, sale or lease, is being offered by, or represented by the Business Consultant.

As the Buyer, I (we) have read this Confidentiality Agreement and understand its contents, terms, conditions and requirements.

\_\_\_\_\_  
Buyer date Buyer date

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Cell Phone Home Phone Cell Phone Home Phone

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Fax Email Fax Email

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Street Address Street Address

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City State ZIP City State ZIP