



CONFIDENTIALITY AGREEMENT

SUBJECT BUSINESS OR PROPERTY: _____

This Confidentiality Agreement (“Agreement”) is made and agreed to by **Liberty Business Advisors** (“Broker”) as exclusive representative of the Owner of the Business and/or Property,

ID# _____, located at _____, and commonly known as _____ (Property), and **Principal** (Buyer).

The Principal has requested information from the Broker/Agent for the purpose of evaluating a possible acquisition of the Business and/or Property. The Owner has instructed the Broker/Agent to deliver information concerning the Business and/or Property, much of which is highly confidential, only to those Principals who sign this Agreement.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. The Principal acknowledges and understands that the Seller has hired Broker/Agent to work as his Agent to market and sell his Business and/or Property. The Seller shall pay the Broker’s commission. Therefore the **BROKER/AGENT IS ACTING AS SELLER’S AGENT ONLY.**

All information that the Broker/Agent provides to the Buyer is solely what he gathered from the Seller and none of the information has been audited or verified by the Broker/Agent.

Principal shall not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (“Information”) to any other person or entity.

2. If Principal is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it. At no time is the Principal/Buyer authorized to share any of this information to anyone else without the specific written consent of the Broker/Agent.
3. This Agreement applies to all information received from Broker, now or in the future, which is not readily available to the general public. Principal understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and to Broker.
4. All information shall be used for the sole purpose of evaluating the potential acquisition of the Business and/or Property, and it shall not at any time, or in any manner, be used for any other purpose. **Liberty Business Advisors, “Broker” is not the Buyer’s Agent and provides the information to the Principal/Buyer solely per the Seller’s instruction.** The Principal (Buyer) must do his/her own due diligence and consult with their own professional to advise them to go forward with the transaction or not.
5. The Principal shall not directly contact any persons concerning the Business and/or Property, other than Broker, without Broker’s or Owner’s specific written permission. Such persons include, without limitation: Owner’s Employees, Customers, Suppliers, and Tenants.
6. Principal acknowledges that it is not an Agent on behalf of any other Party in conjunction with the purchase of the Business and/or Property. Principal agrees and acknowledges that by interfering with the Broker/Agent Agreement and/or the Seller, the Principal shall be in breach of this Agreement and liable for Broker’s commission.
7. Representations: Broker does not make any representations or warranties, expressed or implied, as to the accuracy or completeness of any information provided by them. Principal assumes full and complete responsibility for the reconfirmation and verification of all information received (including but not limited to financial records, lease, zoning, taxes, permits and licenses etc.) and expressly waives all rights of recourse against Broker with respect to the same.

Principal’s Initials: _____

Principal’s Initials: _____

CONFIDENTIALITY AGREEMENT, Page 2

- 8. The Person(s) signing on behalf of the Principal and Broker represent that they have the authority to bind the Party for whom they sign.
- 9. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 10. **Principal Agrees to Indemnify, Defend, Protect and Hold Harmless Broker and Owner** against and from any loss, liability or expense, claim or damage, including reasonable attorneys' fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation for bringing about any investment in the Business and/or Property.
- 11. **Non-circumvention:** Principal ("Potential Purchaser") shall use any Confidential Information solely for the purpose of evaluating, negotiating and implementing a Proposed Transaction and for no other purpose whatsoever. Principal agrees that any and all inquiries regarding a Proposed Transaction shall be submitted to **Liberty Business Advisors** and that Principal shall not communicate with or contact (or attempt to communicate with or contact) (a) Seller or any of its respective Officers, Directors, Employees, Agents, Affiliates, Representatives, Servicers or Attorneys, (b) any Borrower, Guarantor, Obligor, Debtor or Pledge or under any Loan, any of their Respective Officers, Directors, Employees, Agents, Representatives, Affiliates or Attorneys, or (c) any Tenant of a mortgaged property or their respective Officers, Directors, Employees, Agents, Representatives, Affiliates or Attorneys, without the prior written consent of **Liberty Business Advisors**, which consent may be granted or withheld in **Liberty Business Advisors** sole and absolute discretion. If and when it becomes appropriate for the Principal to conduct due diligence or otherwise communicate directly with Seller, **Liberty Business Advisors** shall provide the Principal with the name and contact information of Seller's designated Representative.

12. **Principal** is working with **Liberty Business Advisors** (Broker) and more specifically with

_____ (Agent) with the specific knowledge and understanding that

Liberty Business Advisors (Broker) is solely representing the Seller.

If the Principal and/or an entity to which Principal is a part is successful in acquiring the above referenced Business and/or Property within twenty-four (24) months from the date set forth herein below, it is hereby acknowledged by Principal that **Liberty Business Advisors** is the procuring cause and is therefore entitled to its original commission per its Agreement with the Seller. Principal and/or Related Entity also acknowledges that it is acting as a PRINCIPAL ONLY and as such is not entitled to any commission whatsoever from the sale.

Note: This Confidentiality Agreement shall apply to all other Businesses and/or Properties for which Broker/Agent provides information to the Principal/Buyer.

Principal Name: _____ Date: _____

Company Name: _____ Inc. _____ LLC. _____

Address: _____ City _____ State _____

Telephone # _____ Email _____

Signature: _____ Broker/Agent: _____