



Sunbelt Brokers Philippines (“Broker”) agreement with the Seller requires that a Confidentiality Agreement, Evidence of Financial Ability and General Background Information be obtained before disclosing the name and location of the Seller’s business. This information will be kept confidential. In consideration of the Broker providing the information on the business for sale, I/We (hereafter singular shall include plural) understand and agree:

1. **Non-Disclosure of Information:** Buyer understands that all of the information provided on any business or property is proprietary and confidential and that disclosing such information may be damaging to the business, the owners and employees. Buyer agrees not to disclose for 24 months, any information regarding the business or property to any person other than the Buyer’s legal counsel, accountants, lenders, or other agents or advisors to whom disclosure or access is necessary for the Buyer to evaluate the Business. Specifically Buyer agrees that he/she will not use any Confidential Information for his/her benefit or for the benefit of any person or entity, and will not permit or allow any Confidential Information to be used in competition with the Seller. In this agreement, the term “Confidential Information” means information that is not generally known about Seller or about his/her business, including without limitation, information that the Business is for sale and about Sellers’ products, services, manufacturing or operating procedures, databases, business plans, marketing plans, suppliers and customer lists. Buyer shall be responsible and liable for any breach of this agreement by the Buyer or Buyer’s Advisors and neither the Buyer nor these parties shall use or permit the use of Confidential Information except as may be required for the Buyer to evaluate the Business. If the Buyer does not purchase the business, Buyer at the close of negotiations will destroy or return to the Broker all information provided including all reproductions.

2. **Contact with Seller or Others:** Buyer agrees not to contact the business owners, landlords, employees, suppliers or customers or to communicate except through Broker. All correspondence, inquiries, negotiations or offers to purchase or lease any business or Real Estate presented by Broker will be conducted exclusively through Broker.

3. **Non-Circumvention** Buyer agrees not to circumvent or interfere with Broker’s contract with the Seller in any way including the consummation of the sale of the Sellers business without Broker. Buyer understands that if they interfere with the Broker’s contracted right to its fee from Seller and/or consummates a sale with the Seller without Broker that they will be personally liable to Broker for payment of the Seller’s fee in accordance with the Listing Agreement between Seller and Broker, as follows: Broker shall be entitled to the amount equivalent to Ten Percent (10%) of the total purchase price including inventory and receivable, if any between Seller and Buyer, net of all applicable taxes. Buyer understands that should they become a partner or otherwise connected with any of the businesses shown or offered to for sale, or should they buy, trade, lease or exchange any of the businesses disclosed, the abovementioned fee will be due to Broker. Buyer understands that if they make the purchase through the Broker and that if the Broker is present at closing that they will not be liable for the fee paid by the Seller to the Broker.

4. **Information Provided:** Buyer/s understand that all the information provided regarding the businesses or property is supplied by the Sellers or prepared for the Sellers by the Broker based on information that has not been audited or verified in any way by Broker. Such information may include but is not limited to tax returns, financial statements, cash flow projections, adjusted income statements etc. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to the accuracy. Buyer/s agree to make an independent verification following acceptance of an offer by Seller of said information, and any additional information that may be requested and supplied by the Seller, prior to entering into a final agreement to purchase. Buyer/s agree that Broker is not responsible for the accuracy of any of the information that the Buyer/s receive or fail to receive, and agree to indemnify and hold Broker and its agents harmless from any and all claims or damages which may occur by reason of the inaccuracy or incompleteness.

5. **Financial Statement:** Buyer/s agrees to provide a financial statement and personal and business history prior to entering into an agreement to purchase a business. Buyer/s authorizes the Broker and/or the Seller to obtain through standard reporting agencies, financial and credit information about Buyer/s or the companies they represent.

6. **Agency and Representation:** Unless otherwise disclosed, the Broker is an agent for the Seller only.

7. Record of Showing: Buyer authorizes Broker to fill in the name of business shown, for up to 6 months after signing below.

Business Name _____ **Date** _____

Business Name _____ **Date** _____

Business Name _____ **Date** _____

8. Agreement: This legally binding agreement and its representations, warranties and promises shall survive the closing of the sale of any business or Real Estate described. Buyer/s acknowledges receipt of an exact copy of this agreement, that they have read this agreement carefully, fully understand it and constitute all of the potential owners, partners or shareholders. This agreement shall be binding on the Buyers' successors, heirs and assigns and performance under this agreement is personally guaranteed. If Buyer is an entity, the undersigned is duly authorized to sign for such entity.

1 Name/Title _____ **Signature** _____ **Date** _____

Address _____ **Phone** _____

2 Name/Title _____ **Signature** _____ **Date** _____

Address _____ **Phone** _____

3 Name/Title _____ **Signature** _____ **Date** _____

Address _____ **Phone** _____

