

SOUTHEAST BUSINESS EXCHANGE
Private Equity Group “Blanket”
BUYER CONFIDENTIALITY AGREEMENT

This Agreement will allow SBE to provide you with information on companies we are working with now and in the future. Please be sure to complete the attached questionnaire so we can adequately load your search criteria into our internal database and match these with any future opportunities as they come available.

The undersigned prospective Buyer(s) hereby request confidential information on businesses represented by Southeast Business Exchange, herein referred to as “SBE” or “the Broker”, both presently and from this time forward. Such disclosure may include anything from merely the name of the business to highly detailed operational and financial data. In consideration for the Broker having first provided such information to the Buyer, the Buyer agrees to:

- 1) Not divulge any confidential information to others, except to secure their advice and counsel. If Buyer(s) provide information to any of their employees or to any advisors, Buyer(s) will be held responsible for any breach of confidentiality.
- 2) The Buyer(s) states that the purpose of their inquiry about all confidential information is solely for the purposes of potentially acquiring the prospective business (es) and is for legitimate purposes. Buyer(s) agrees not to use any information obtained from this inquiry to the detriment of the business or for any competitive reason(s) and shall be held liable if a breach should occur. The Seller is hereby designated as a third party beneficiary to this Agreement.
- 3) To conduct ALL further inquiry, communications and correspondence into the disclosed business opportunity(s) exclusively through the offices of SBE, the agency first providing such information to said Buyer(s). At no time shall the Buyer(s) contact the Seller, his/her employees, suppliers, customers or legal advisors by phone, electronically, in writing or by personal contact without the express written permission of SBE. Buyer acknowledges SBE is working as a Seller’s Agent.
- 4) The Seller is to pay the intermediary fee per a separate agreement with SBE, as the Seller’s agent, unless otherwise agreed in writing by SBE and the Buyer(s) hereto. However, should the undersigned prospective Buyer(s) act directly or indirectly to circumvent Broker’s right to his fee or abide by the terms of this Agreement, it is hereby understood that the Buyer(s) may be held personally liable for the Broker’s fee and any and all of the Broker’s legal expense in enforcing Broker’s rights herein.
- 5) Not to engage in employment, consultation, partnership, joint venture or other similar relationship with Seller or employees.
- 6) Performance and construction of this Agreement shall be in Mecklenburg County, North Carolina and shall be governed by the laws of the State of North Carolina. No other claims may ever be filed in any other jurisdiction.
- 7) Buyer(s) Expressly releases, discharges, and holds harmless Broker from any and all responsibility and/or liability in connection with the integrity or accuracy of such information provided or for any action Buyer may take with regard to any business. Buyer accepts sole and final responsibility for the evaluation and accuracy of such information or material or physical or other assets or price of the Business whether furnished by Broker or by Seller or Seller’s representatives and Buyer further hereby accepts sole and final responsibility for any price or offers made by Buyer. Further, the undersigned Buyer acknowledges the responsibility to perform a due diligence at his or her own cost and expense prior to any acquisition.
- 8) This Agreement shall be binding upon Buyer, Buyer’s employees, heirs, executors, assigns, administrators, representatives.
- 9) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under Commercial Arbitration Rules.

Southeast Business Exchange 9605-A Caldwell Commons Cir Cornelius, NC 28031
Direct 704-439-2510 Fax 704-439-2511

DISCLAIMER – All information and materials provided by SBE to prospective purchasers have been initially provided by our client, the Seller. Our client believes the information to be true and accurate. However, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, they are only statements of opinion and should not be construed to be fact. **SBE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.** All information provided is for confidential use and is used solely for the purpose of evaluating the company as a potential purchase. Buyer acknowledges Broker will not provide any legal, accounting or tax advice to Buyer(s).

Print Buyer's Equity Group Name: _____

Print Name of Managing Director _____

Main Contact _____ Email: _____

Secondary Contact _____ Email: _____

Address: _____

Phone #'s (W) _____ (ext.) _____ (FAX) _____ (M) _____

If inquiring about a specific business, provide description: _____

Will any other Equity Groups or Investors be involved or co-invest with you? _____

If Yes, Whom _____

The undersigned do hereby agree to all terms set forth above. Receipt of a copy of this agreement is acknowledged.

Corporate Representative's Signature & Title

Date