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CONFIDENTIALITY AGREEMENT AND BROKER DISCLOSURES

THIS AGREEMENT IS HEREBY entered into by and between Klassen Ingalls (“Broker”) and [redacted] (“Prospective Buyer or Qualified Agent of Buyer”).

WHEREAS, the Prospective Buyer desires to review, examine, inspect and obtain certain Confidential Information (defined below) relating to the affairs of the following business for the exclusive purpose of evaluating the purchase of these business;

Business of Interest (insert the 4-digit Klassen Ingalls Reference Number(s) of the business) [redacted]

WHEREAS, the Prospective Buyer shall be granted access to such Confidential Information solely for the purpose of contemplating the purchase of a business provided that the Prospective Buyer shall hold all such Confidential Information strictly confidential pursuant to the terms of this Agreement; and

WHEREAS, Broker may also require the Prospective Buyer to provide evidence of financial ability and general background information before Broker will provide any Confidential Information about a business.

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

Prospective Buyer shall supply Broker with evidence of financial ability, and general background information as requested by Broker. This information shall be kept confidential by Broker and Broker’s agents and employees.

Broker is acting as an agent for various sellers and has contracts providing for a fee to be paid to Broker by seller upon sale, trade, lease, or transfer of seller’s business or business assets. Broker is not Prospective Buyer’s agent.

Prospective Buyer agrees that any Confidential Information provided on a business is proprietary and strictly confidential, and that disclosure of the Confidential Information to others may be damaging to the business, its owners, and employees. By execution of this Agreement, Prospective Buyer agrees that Buyer may not disclose, use, or cause to be used, any of the Confidential Information for any purpose except for the Prospective Buyer’s evaluation of the purchase of the business. Notwithstanding the foregoing, the Prospective Buyer may disclose the Confidential Information concerning a business to the Prospective Buyer’s attorney, lender, accountant, agents, and other professional advisors, provided they agree to maintain the confidentiality of the Confidential Information. For the purposes of this Agreement, the term “Confidential Information” means all information received from a business that is not generally known about a seller or about its/his/her business, including without limitation, information about sellers’ products, services, databases, business plans, marketing plans, know how, and vendors and customers, and other materials or oral discussions concerning the business which are either identified as confidential or are intended by the seller to be confidential as well as the fact that the seller’s business is for sale. Prospective Buyer shall immediately return all originals and copies of all Confidential Information provided by Broker, and confirm that all electronic copies of Confidential Information in his/her/its possession have been deleted in the event Prospective Buyer does not purchase the business. Prospective Buyer may not contact a business owner or his/her/its business’s landlords, officers, employees, suppliers or customers, or have any communications with the seller’s business except through Broker. All correspondence must be presented by the Prospective Buyer to the Broker.

Prospective Buyer shall not circumvent or interfere with Broker’s contract with a seller in any way or complete the purchase of the seller’s business without Broker. If Prospective Buyer interferes with Broker’s contracted right to its fee from a seller and/or consummates the purchase of the seller’s business without the Broker, Prospective Buyer shall be personally liable to Broker for payment of the seller’s fee in accordance with the Listing/Engagement Agreement between the seller and Broker. Should Prospective Buyer become a manager or otherwise connected to any of the businesses shown or offered by Broker for sale, or should Prospective Buyer buy, lease, trade or exchange any businesses disclosed, then a fee will be due to Broker.

The Prospective Buyer acknowledges and agrees that all information regarding businesses for sale provided by the sellers or other sources is not verified in any way by Broker. Broker has no knowledge of the truth or accuracy of said information and makes no warranty, expressed or implied, as to the accuracy of such information. The Prospective Buyer shall be responsible to conduct his/her/its own due diligence and independent investigation of the seller’s business following acceptance of a potential purchase offer by seller of a business, and Prospective Buyer shall be responsible for obtaining any additional information required to complete its due diligence investigation of seller’s business prior to entering into a final agreement to purchase a business. Prospective Buyer agrees to indemnify, defend, and hold Broker and its officers and agents harmless from: (i) any and all claims, damages, or losses, including the Broker’s expenses and reasonable attorneys fees which may occur by reason of the inaccuracy or incompleteness of any information provided by a seller or received by the Broker from the Seller with respect to the sale or transfer of a seller’s interest in any business or business assets pursuant to this Agreement and (ii) any and all claims, damages and losses, including the Broker’s expenses and reasonable attorney’s fees arising from the breach by the Prospective Buyer (or his agents) of any of his/her/its obligations under this Agreement. Should Prospective Buyer enter into an agreement to purchase a business, he/she/it will provide to Seller a financial statement and a personal and business history, together with other information requested by seller and shall authorize the Broker and/or the seller and/or his/her/its landlord to obtain, through standard reporting agencies, financial and credit information.

This Agreement and its representations, warranties, and covenants (including its confidentiality covenants) shall survive the termination or expiration of this Agreement whether or not the Prospective Buyer completes the purchase of any business disclosed to the Prospective Buyer by Broker.

In addition to any remedies available to the Broker under this Agreement or applicable law, Broker shall be permitted to seek injunctive relief against the Prospective Buyer for any breach or threatened breach of any of the Prospective Buyer’s confidentiality obligations under this

Prospective Buyer’s Initials/Date: [redacted]

Klassen Ingalls Agent’s Initials/Date: _____

Agreement, without posting a bond. Broker shall also be entitled to collect its expenses and reasonable attorney's fees to enforce any of its rights under this Agreement.

If in any jurisdiction, any provision of the Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all other prior or contemporaneous discussions and agreements of the parties with respect to said subject matter are hereby merged into and superseded by this Agreement. This Agreement may not be changed, modified or amended other than by a further written agreement signed by both parties hereto.

This Agreement shall be governed by, and shall be construed and interpreted in accordance with the laws of the State of New York without regard to any choice of law or conflicts of law doctrine. All actions shall be brought in State or Federal Court in Rochester, New York.

This Agreement may be executed in two or more counterparts, all of which shall be deemed one and the same agreement and each of which shall be deemed an original. This Agreement shall be binding on all of the parties as soon as each named party has signed at least one copy of it, even if no copy has been signed by all parties.

By executing this Agreement, the parties acknowledge that they have read it carefully and fully understand its contents.

This Agreement shall be binding on the Prospective Buyer's successors, heirs and assigns.

BROKER DISCLOSURES

Agency Disclosure

Prospective Buyer acknowledges that Broker is acting as agent of the Seller and all fees due Broker are, will be, the responsibility of the Seller. Broker is an agent who acts under a listing agreement with the Seller and acts as the agent to the Seller only. A Seller's agent has affirmative obligations to the Seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence and accounting in dealing with the Seller. In addition, a Seller's agent has affirmative obligations to the Prospective Buyer and Seller of honest dealing and disclosure.

Counsel Disclosure

Prospective Buyer is strongly advised to seek counsel from an attorney, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through Broker.

Information Disclosure

Prospective Buyer acknowledges that all information and material on each business opportunity provided by Broker has been provided to Broker by the Seller of the business. The Seller 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, these are only statements of opinion. Broker makes no representation or warranties, expressed or implied, regarding the information provided to Prospective Buyer, and Prospective Buyer is advised to have his/her/its own attorney, financial, and tax advisors review the information received from a seller of a business.

Risk Disclosure

Business opportunities by their very nature carry risk. Some of these risks include obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, a Buyer could incur a loss, including, but not limited to, his/her/its entire investment. Prospective Buyer acknowledges that it understands these risks and that Broker cannot and does not in any way warrant or guarantee the future viability or prospects of any business.

IN WITNESS WHEREOF, the parties duly executed this Confidentiality Agreement and Broker Disclosures as of the day and year shown below.

Prospective Buyer (Individual and/or Authorized Representative):

Name:	<input type="text"/>	Address:	<input type="text"/>
Phone:	<input type="text"/>	City:	<input type="text"/>
Email:	<input type="text"/>	State /Zip:	<input type="text"/>
Date:	<input type="text"/>	Signature:	<input type="text"/>

Broker: Klassen Ingalls

Date: ___/___/___ Signature: _____ Print Name: _____