



Business Transition | Merger & Acquisition Advisors | Commercial Real Estate
www.equity-ltd.com

CONFIDENTIALITY AGREEMENT

EQUITY LTD. (Broker) 260 Kingswood Dr. SE, Grand Rapids, Michigan 49506-1925 hereafter referred to as EQUITY, represents the Seller and the Seller pays the fees of **EQUITY LTD.** Our agreements with the Sellers requires that we obtain a **CONFIDENTIALITY AGREEMENT**, and evidence of **FINANCIAL QUALIFICATION**, before disclosing the name and location of Sellers.

EQUITY LTD. is providing me (us) with **confidential information** on businesses it offers for sale, I (we) agree:

- 1) **“Confidential Information”** shall mean all information concerning the Business which is not generally available to or known by the general public, including but not limited to information concerning the Business’s customers, suppliers, equipment, processes, methods, research, product development, improvements or inventions, purchasing, accounting and marketing, customer lists, supplier lists, financial information, cost and pricing information, personnel information, designs, specifications, prints, drawings, sketches, photos or other data concerning products, equipment, or methods of manufacturing, whether set forth in any document or conveyed orally by any owner, director, employee, agent or other representative of the Business.
- 2) To hold the Business harmless and indemnify it from any loss, charge or expense (including but not limited to reasonable attorney’s fees) which the Business sustains as the result of any dissemination, disclosure, or use of the Confidential Information which is not in accordance with the terms and conditions of this agreement, or which arises from any breach by me (us) of this agreement.
- 3) Not to disclose any information regarding these businesses to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I (we) agree to obtain their agreement to maintain such confidentiality. “Information” shall include the fact that the businesses are for sale plus any other data provided. I (we) agree not contact the respective business owner, employees, suppliers or customers except through **EQUITY LTD.** That all correspondence, inquiries, offers to purchase and negotiations relating to the purchase of any business presented by **EQUITY LTD.** to myself(ourselves), or affiliates I(we) represent, will be conducted exclusively through **EQUITY LTD.**..
- 4) All information is provided by the seller or other sources, and is not verified in any way. **EQUITY LTD.** is relying on seller or such other sources for the accuracy of said information; has no knowledge of the accuracy of said information, and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, prior to entering into an agreement to purchase said business, I (we) shall make such **independent verification** as I (we) deem necessary of said information. I (we) agree that **EQUITY LTD.** is not responsible for the accuracy of any of the information I (we) receive, or fail to receive, and I (we) agree to indemnify and hold **EQUITY LTD.** and its agents harmless from any claims or damages resulting there from. **I (we) will look only to seller and to my (our) investigation for accuracy of all information.**
- 5) In the event a transaction is consummated between the undersigned Buyer herein, and the Seller, EQUITY LTD. will receive the normal fee of 8% of the total transaction purchase price, or the fee structure that is agreed upon in the Equity Ltd. agreement to represent.
- 6) I (we) acknowledge the interest of **EQUITY LTD.** in a commission on any negotiated sale, and agree that any purchase agreement shall contain language acceptable to **EQUITY LTD.** To provide for disbursement of said commission to **EQUITY LTD.** at time of closing. Any such purchase agreement shall also provide a disclaimer, with language acceptable to **EQUITY LTD.**.. stating that **EQUITY LTD.** will be disclosing information provided by other outside parties, and makes no representation as to accuracy of any of that information provided. *It is acknowledged that EQUITY LTD. has advised review with legal counsel.*

Date: _____

Signature

Name-Printed: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ E-mail _____

Please fax back to Equity at 1.888.796.7925 | or e-mail to doug@equity-ltd.com | rob@equity-ltd.com

“Selling Michigan One Business at a time!”

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