

# Non-Disclosure and Confidentiality Agreement Between Brokers

Our Agreement with the Seller requires that we obtain Non-Disclosure and Confidentiality Agreement and evidence of the financial ability of all Potential Acquirers before disclosing the name and location of his business. This information will be kept confidential. In compliance with the above, please read and complete the following **Non-Disclosure and Confidentiality Agreement**.

I, the undersigned Business Broker (hereafter referred to as I or you) in consideration for ProClient Brokers Inc., Brokerage (hereafter referred to as PROCLIENT), providing me with information on businesses offered for sale, understand and agree:

1. That information provided on the business by PROCLIENT is sensitive and confidential and that its disclosure to others would be damaging to the business and to the PROCLIENT's fiduciary relationship with the Seller.
2. That I will not disclose any Information regarding this business to any other person who has not also signed and dated a Non-Disclosure and Confidentiality Agreement acceptable to PROCLIENT.
3. That "Information" shall include the fact that the business is for sale plus other data. The term Information does not include any information which is, or becomes, generally available to the public or is already in your possession.
4. That Information provided to review the business will be returned to PROCLIENT without retaining copies, summaries, analyses or extracts thereof in the event the review is terminated.
5. That I will not contact the Seller, his employees, suppliers or customers except through PROCLIENT
6. That all Information is provided by the Seller and is not verified in any way by PROCLIENT. PROCLIENT is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information.
7. That, prior to finalizing an agreement to purchase this business, it is your Customer's responsibility to make an independent verification of all Information.
8. That you and your Customer(s) do and will agree that PROCLIENT is not responsible for the accuracy of any Information received and therefore do and will agree to indemnify and hold PROCLIENT harmless from any claims or damages resulting from its use.
9. That you and your Customer(s) will look only to Seller and to your own investigation for all information regarding any business offered by PROCLIENT.
10. That all correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented to you, or companies you represent, by PROCLIENT, will be conducted exclusively through PROCLIENT.

Agreed to and accepted:

for BUSINESS BROKER

Company/Brokerage Name: \_\_\_\_\_ Sig: \_\_\_\_\_

Date: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ProClient Brokers Inc., Brokerage**

**ProClient Agent Name:** \_\_\_\_\_ **Sig:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_