



**PURCHASER / CONFIDENTIALITY  
AGREEMENT**

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This BROKER / PURCHASER AGREEMENT is entered into between VR MERGERS & ACQUISITIONS (hereafter "VR") and the undersigned prospective PURCHASER (hereafter "PURCHASER") of \_\_\_\_\_ (hereafter "BUSINESS") offered for sale through VR. VR and PURCHASER agree as follows:

1. In consideration of VR introducing to PURCHASER business opportunities for sale, PURCHASER agrees not to contact SELLER, or any entity or person having a business relationship with SELLER – including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients, customers, etc. – except through VR and with VR's approval. All inquiries, offers to purchase and negotiations to this BUSINESS will be conducted exclusively through VR.
2. PURCHASER understands that VR has an agreement with the SELLER that compensates them in the event of a transfer of any part of the Business and agrees not to circumvent or interfere with VR's contract with SELLER in any way.
3. PURCHASER understands that the SELLER will provide all information regarding the BUSINESS, or other sources identified by SELLER, and that such information is not verified in any way by VR. VR has no knowledge of the accuracy of any information provided to PURCHASER and makes no representation, promise or warranty, express or implied, as to the accuracy or completeness of any such information. PURCHASER shall be responsible to make an independent verification of said information prior to entering into an agreement to purchase any business. PURCHASER further understands and agrees that VR shall not be responsible for the failure to disclose material information related to the purchase of any business which information is unknown to VR. PURCHASER agrees to indemnify and hold VR and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to them with respect to any business they might purchase. In the event of any judgment, award, or arbitration decision, the maximum liability of VR and its agents shall be limited to the amount of commission actually received. PURCHASER understands that financial institutions may pay a referral fee to VR for referring potential clients.
4. It is understood and agreed that any non-public information provided to PURCHASER is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to the business and/or its principals.
5. It is further understood and agreed that any information obtained that is not available to the general public shall be kept in strict confidence, and shall not be disclosed to any other person – except to professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising PURCHASER. In the event of such disclosure, it is agreed that PURCHASER will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that this non-disclosure provision is intended for the benefit of SELLER, who is a third party beneficiary to this Agreement. As such, SELLER may bring an action at law to enforce its terms or to recover damages for breach of this provision.
6. In the event PURCHASER for whatever reason does not purchase the business, PURCHASER agrees to immediately return to VR any and all materials related to SELLER without retaining any copies.

**PURCHASER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. PURCHASER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. VR HAS ADVISED PURCHASER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.**

**PERSONAL GUARANTY**

IF PURCHASER IS A BUSINESS ENTITY (e.g. Corporation, LLC, LLP, LP, etc.), the undersigned officer or agent acknowledges that he/she has full authority to enter into this Agreement, and agrees to be personally bound by the terms and conditions stated herein, including but not limited to liability for commissions that may be due and payable pursuant to paragraph two (2) above, or damages resulting from disclosure of confidential information as provided in paragraph six (6).

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER (PRINT NAME)

\_\_\_\_\_  
VR MERGERS & ACQUISITIONS

\_\_\_\_\_  
SIGNATURE AS AGENT FOR PURCHASER AND INDIVIDUALLY

\_\_\_\_\_  
PURCHASER TELEPHONE NUMBER