

# CHARTWELL BUSINESS ADVISORS

Phone and Fax: 516-345-1925

www.Chartwellbiz.com

## BUYERS CONFIDENTIALITY AGREEMENT

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL# \_\_\_\_\_ CELL# \_\_\_\_\_ FAX# \_\_\_\_\_

Current Occupation: \_\_\_\_\_ Partners' Names: \_\_\_\_\_

Cash Available for Purchase: \_\_\_\_\_ What Type of Business are you interested in: \_\_\_\_\_

LISTING THAT YOU ARE INTERESTED IN (Be Specific): \_\_\_\_\_

In consideration of CHARTWELL BUSINESS BROKERS, INC. DBA Chartwell Business Advisors (hereinafter Chartwell) providing me/us with information on any business(es) which it represents for sale, I agree as follows:

1. **CONFIDENTIALITY:** The undersigned prospective purchaser(s) agrees that in connection with any business(es) introduced by Chartwell:
  - (a) I/we will not disclose to any third party, information concerning said business(es) including but not limited to business name(s) or identity(ies); trade secrets; products; services; prices; employee names and/or identities; ownership interests; suppliers; financial statements or reports; operations; client/customer names; sales techniques; equipment; business(es) location(s); asking price, financing and other sales terms; and any sales materials given or shown to me/us.
  - (b) I/we will not directly or indirectly solicit, employ, call upon, sell to, divert or take away any of the customers, employees, suppliers, contractors of the introduced business(es).
  
2. **NON-CIRCUMVENTION:** In connection with any business(es) introduced to me/us by Chartwell, I/we agree as follows:
  - (a) I/we will not acquire any of the introduced business(es), whether directly or indirectly, whether via an asset or stock transaction, by purchase, lease, assignment, stock or option transfer, license, or any other means, unless Chartwell receives the agreed upon compensation from the seller or such business(es). I/we agree that said compensation must be paid to Chartwell on or before the closing.
  - (b) The circumvention, or default of any agreement entered into, of the obligations of this agreement, through such acquisition or transfer in any manner, will cause me/us to be personally liable to Chartwell for the compensation agreed upon with the seller of the business.
  - (c) The introduced business(es) have not been offered to them by anyone other than Chartwell.
  - (d) I/we will not take possession of any introduced business(es) unless Chartwell first receives a copy of the contract of sale for said business(es) naming Chartwell as the sole introducing party.
  - (e) Chartwell has made no independent investigation into any aspect of the introduced business(es) and Chartwell is merely acting a mere conduit in regard to any and all information given by Chartwell to me/us. Chartwell at all times is and will act on behalf of the introduced business. I/we agree not to hold Chartwell responsible for any misrepresentation or omission made by the introduced business(es) or any other third party.
  
3. **Disputes:** The parties hereby agree that jurisdiction and venue of the arbitration and for any court proceedings arising out of this agreement shall be in New York County. This Agreement is to be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and performed entirely therein without giving effect to any conflict of law principles thereof. The losing party is responsibility for attorneys' fees, all costs and fees. Chartwell is not a law firm and does not dispense any legal advice. Signed facsimiles copies of this agreement shall be binding.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Buyers Signature

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chartwell Business Brokers, Inc.

**PLEASE INCLUDE A PHOTO ID**