



FRANCHISE MERCHANT (DBA), MALKISON INC. | Phone: 800.450.8090/ 972.603.5500 |
WWW.MALKISON.COM | BUSINESSBROKERS@MALKISON.COM

BUYER CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between Franchise Merchant (DBA), MALKISON INC,

and _____ (“Buyer”).

In consideration of Franchise Merchant providing the information on businesses for sale, Buyer understands and agrees:

1. That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.
 - Not to disclose any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.) for a period of three years from the date Buyer sign his non-disclosure agreement. "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.
 - Not to directly contact the business owners or their landlords, employees, suppliers or customers except through Franchise Merchant. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Franchise Merchant will be conducted exclusively through Franchise Merchant.
 - Not to circumvent or interfere with Franchise Merchant's contract with the Seller in any way. Buyer understands that if Buyer interferes with Franchise Merchant's contract right to its fee from Seller, Buyer may be personally liable to Franchise Merchant's for payment of the Seller's fee. Buyer understands that should Buyer become a manager or otherwise connected with any of the businesses shown or offered to Buyer for sale, or should Buyer buy, trade, lease or exchange all or any portion of any of the businesses disclosed to Buyer, then a fee will be due to Franchise Merchant. Buyer understands that if Buyer makes the purchase through Franchise Merchant, Buyer will not be liable for the fee to be paid by Seller to Franchise Merchant.
2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Franchise Merchant. Franchise Merchant 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, Buyer shall make an independent verification of said information prior to entering into an agreement to purchase any business. Buyer agree that Franchise Merchant is not responsible for the accuracy or completeness of any of the information Buyer receive or fail to receive, and Buyer agrees to indemnify and hold Franchise Merchant and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to Buyer with respect to any business Buyer might purchase.
3. That should Buyer enter into an agreement to purchase a business, Buyer will provide a financial statement and a personal and business history.



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4. That Franchise Merchant is not an agent for Buyer, or the Sellers, but is a Transaction Agent and has a contract providing for a fee to be paid to Franchise Merchant by Seller upon sale, trade, lease, or transfer of Seller's business or property.
5. Buyer acknowledges that they will receive confidential information about the Seller's business, operations, customers, and employees and agree not to start a business similar to the sellers listed above and not to solicit or contact Seller's employees or customers for a period of three years from the date herein. In the event Buyer for whatever reason does not purchase the business, Buyer agrees to immediately return to Franchise Merchant any and all materials related to Seller without retaining any copies.
6. Buyer hereby represents that the below information provided to Franchise Merchant is true and accurate.

Buyer acknowledges that they have received an exact copy of this Agreement and that they have read this Agreement carefully and fully understands it.

Are you a Broker?

- NO
- YES

Company _____

Type of Business Interests _____

Signature _____

Address City State Zip _____

Phone _____ Email _____