



## Southern Mergers & Acquisitions – Members: Sunbelt Business Brokers Network

### **BUYER CONFIDENTIALITY AND WARRANTY AGREEMENT** **INDIVIDUAL**

Approval of this Agreement will allow us to provide you with information on businesses we are working with now and new ones in the future. We will not need additional approval on future business opportunities, unless so requested specifically by the Seller. Please also complete the attached questionnaire so we can adequately enter match search parameters into our database.

The undersigned prospective Buyer(s) hereby requests confidential information on businesses represented by Southern Mergers & Acquisitions, Inc. and Sunbelt Business Brokers Charlotte office serving NC and SC, herein referred to as “SUNBELT” or “Broker”, both presently and from this time forward. Such confidential information (the Information) may encompass anything from merely the name of the business to highly detailed operational and financial data. In consideration for Broker having first provided such Information, Buyer(s) agree as follows:

- 1) Not to divulge any portion of the Information to others, except to secure their advice and counsel.
- 2) To conduct ALL further inquiry and correspondence regarding the disclosed business opportunity(s) exclusively through the office of Broker, the agency first providing the Information to Buyer(s). At no time shall Buyer(s) contact the Seller, his employees, suppliers, customers, landlord or other parties associated with the business, or the Seller’s legal or financial advisors, without the express written permission of Broker.
- 3) The sole purpose and use of the Information by Buyer(s) is for legitimate purposes and exclusively for exploring the purchase of the businesses represented by Broker.
- 4) Unless otherwise agreed in writing by SUNBELT and Buyer(s), Seller shall pay the Broker’s commission per separate agreement with Broker who is acting as the Seller’s agent. However, should the undersigned prospective Buyer(s) act directly, or indirectly, to circumvent the Broker’s right to their commission, or should Buyer(s) not abide by the terms of this Agreement, it is hereby understood that Buyer may be held personally liable for Broker’s commission and Broker’s legal expenses in enforcing Broker’s rights herein.
- 5) Not to engage in employment, consultation, partnership, joint venture or other similar relationship with Seller without the Broker’s express written permission and an agreement providing just compensation to, and approved, by Broker.
- 6) As consideration for Broker providing the Information, Buyer expressly releases, discharges, and holds harmless Broker from any and all responsibility and/or liability in connection with the integrity of such Information, or for any action Buyer may take with regard to any business. Buyer accepts sole and final responsibility for the evaluation of all Information and materials, including, but not limited to, description of and /or valuation of physical or other assets, or the price of the Business, whether furnished by Broker, Seller or Seller’s representatives. Buyer further accepts sole and final responsibility for any price offers made by Buyer. Further, Buyer acknowledges that Buyer is solely responsible to perform a due diligence, at his or her own cost and expense, prior to consummating any acquisition. Buyer understands that all Sunbelt Business Brokers offices are separately and individually owned.
- 7) The performance and construction of this Agreement shall be in Mecklenburg County, North Carolina and shall be governed by the laws of the State of North Carolina. No other claims may ever be filed in any other jurisdiction.
- 8) This Agreement shall be binding upon Buyer(s), Buyer’s heirs, executors, assigns, administrators, and representatives. The Agreement will expire two years from the date of execution.
- 9) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under Commercial Arbitration Rules.
- 10) Seller is a third-party beneficiary coupled with an interest with respect to this agreement.
- 11) When Sunbelt enters into a “Listing Contract” with the business owner to sell the business, Sunbelt becomes the agent and representative of the seller. Accordingly, when you contact one of our associates regarding any of Sunbelt’s listings, we will treat you honestly and with integrity, and deal with you in good faith, but you need to recognize we are the seller’s representative.

Buyer's Name(s) Please print \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #'s  
Home) \_\_\_\_\_ Work) \_\_\_\_\_ Cell) \_\_\_\_\_

Buyer's Email: \_\_\_\_\_ Fax) \_\_\_\_\_

If inquiring about a specific business, provide description:

\_\_\_\_\_

Misc. Notes, Types of Interests & Background:

\_\_\_\_\_

\_\_\_\_\_

Buyer's Resume Attached: Yes \_\_\_ No \_\_\_

Buyer's Financial Statement Attached: (Must be provided)

The undersigned hereby agrees to all terms set forth in this agreement. Facsimile copy of this Agreement will be deemed an original.

\_\_\_\_\_  
Buyer's Signature(s) \_\_\_\_\_ Date

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

**DISCLAIMER** – All information and materials provided by SUNBELT to prospective purchasers was initially provided by our client, the Seller. Our client states the information is true and accurate. However, accuracy is not guaranteed and all information should not be considered complete. While statements by the Broker may be presented concerning a matter of opinion, whether or not so identified, they are only statements of opinion and should not be construed to be fact. **SUNBELT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.** All information provided is for confidential use and is used solely for the purpose of evaluating the company as a potential purchaser. Buyer understands that Broker will not provide any legal, accounting or tax advice to Buyer.

Assigned to Southern Mergers - SUNBELT Associate: \_\_\_\_\_

**Southern Mergers & Acquisitions, Inc. - Sunbelt Business Brokers Charlotte**  
19520 Catawba Ave, Suite 111-A, Cornelius NC 28031  
[www.southernmergers.com](http://www.southernmergers.com)

Office (704) 897-8232 Fax (704) 897-8235