



## POTENTIAL BUYER'S CONFIDENTIALITY AGREEMENT

**220406FLAG -- Specialty Product Sales and Installation**  
Harvest Business Advisor: Ed Davis

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Email: edavis@harvestbusiness.com

Potential Buyer (please include all parties if more than one):

Individual Name:	Title:	
Corporation or Business Name (if applicable):		
Website (if applicable):		
Address:		
City:	State:	Zip:
Phone:	Mobile Phone:	
Email:		

The undersigned (the "Potential Buyer") understands and acknowledges that Harvest Business Advisors (referred to as "HBA") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby HBA has been retained to represent Seller in the sale of the Business and/or property. Potential Buyer understands and acknowledges that HBA is acting as the agent of the Seller and therefore, HBA's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Potential Buyer's Confidentiality and Warrant Agreement (the "Agreement") is as described in Seller ID/Description above or for any Business presented to Prospective Buyer by HBA.

In order to induce HBA or Seller to furnish information regarding the Business (the "Information") to Potential Buyer for Potential Buyer's evaluation and possible purchase of said Business and in consideration for HBA's or Seller's furnishing such information, Potential Buyer understands, agrees, represents and warrants to HBA and Seller as follows:

1. The word "Potential Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, advisor or consultant for or to any business entity, subsidiaries or related entities or persons of the entity or person, and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Potential Buyer further represents and warrants as follows:
  - (A) The Information furnished by HBA or Seller has not been publicly disclosed, has not been made available to Potential Buyer by any party or source other than HBA or Seller and is being furnished only upon the terms and conditions contained in this Agreement.
  - (B) Potential Buyer will not disclose the Information, in whole or in part, to any party other than persons within Potential Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Potential Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.
  - (C) Potential Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Potential Buyer will not directly or indirectly utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Potential Buyer's or any other party's present or future business (es).

(E) In addition to the prohibition against directly or indirectly utilizing trade secret(s), Potential Buyer will not directly or indirectly utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, utilizing directly or indirectly same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. While both parties acknowledge that they currently compete for in the same geographic area, the Potential Buyer agrees that they will not use confidential information shared with them to modify its competitive position vis-à-vis the Seller.

(F) If Potential Buyer decides not to pursue the possible purchase of the Business, Potential Buyer will promptly return to HBA all Information previously furnished by HBA Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Potential Buyer will not contact the Seller or Seller's employees, customers, suppliers, landlord, or agents other than HBA for any reason whatsoever without the prior consent of the HBA. All contacts with the Seller or such other parties will be made through or by HBA unless otherwise agreed to by HBA, in writing. In addition, I agree that neither I nor any affiliate of mine shall, at any time during the two-year period beginning on the date of this agreement, contact the landlord about this property and lease or buy this real estate, contact proprietary subcontractors or contractors, hire or employ any of Seller's employees, contact clients, or otherwise encourage or entice any of Seller's employees to leave his or her employment with Seller provided that we may hire or employ any of your Client's employees who respond to our advertisement or search, so long as such advertisement or search is not specifically targeted to Seller's employees.

4. The Information furnished by HBA has been prepared by or is based upon representations of the Seller and HBA has made no independent investigation or verification of said Information. Potential Buyer hereby expressly releases and discharges HBA and associates of HBA from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

5. The Information is subject to change or withdrawal without notice. Further, the solicitation of offers for the purchase of the Business is subject to withdrawal of such solicitation without notice. Potential Buyer will indemnify and hold harmless HBA and Seller from any and all claims or actions arising from Potential Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by HBA.

6. The Potential Buyer recognizes the Seller's obligation to HBA in any definitive Purchase and Sale Agreement between the parties, as that Agreement protects the commission due HBA including commissions due after termination of that Agreement.

7. Potential Buyer represents that Potential Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Potential Buyer agrees to provide, upon request by HBA or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency and credit worthiness.

8. The performance and construction of this Agreement shall be governed by the laws of the State of Maryland. All sums due hereunder shall be payable as designated by HBA and all parties hereto agree to forbear from filing a claim in any other jurisdiction. Potential Buyer recognizes that this Agreement is for the benefit of Seller and agrees that Seller can enforce any provision herein directly with Potential Buyer. This Agreement shall be enforceable for three years after execution. Further, Potential Buyer agrees that monetary damages may not be sufficient damages and agrees that injunctive relief including temporary or emergency injunctions and other equitable remedies may be necessary.

9. This Agreement shall be binding upon the Potential Buyer, Potential Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

10. Potential Buyer agrees that, in the event of any breach or threatened breach by it of any covenant or obligation contained in this Agreement, Seller and Seller's Owner shall be entitled (in addition to any other remedy that may be available to them, including monetary damages) to seek and obtain (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (b) an injunction restraining such breach or threatened breach. The rights and remedies of Seller and Seller's Owner under this Agreement are not exclusive of or limited by any other rights or remedies which it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative).

Without limiting the generality of the foregoing, the rights and remedies of Seller and/or Seller's Owner under this Agreement, and the obligations and liabilities of Potential Buyer under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities under the law of unfair competition, and under all other applicable Laws. In the event that any action, proceeding or motion is filed or commenced to enforce this Agreement or any provision thereof, to determine the validity of all or any part of this Agreement, the prevailing party therein shall be entitled to recover their actual attorneys' fees and costs incurred therein.

11. The terms and conditions of this Agreement shall also apply to any other business and/or property on which HBA has been retained to represent the owner(s) in the sale thereof and on which HBA or owner(s) has furnished information to Potential Buyer. Further, it shall not be necessary for Potential Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Engagement Manager or owner(s) initially furnished information to Potential Buyer on such other business and/or property.

12. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of HBA and this Agreement sets forth the entire agreement and understanding. This Agreement shall terminate three years after the execution date below.

EXECUTED ON \_\_\_\_\_

*If Potential Buyer is a company or firm, provide the name of the company or firm above.*

*If the Potential Buyer is a person or persons, type or print the name of ALL person(s) who is/are the Potential Buyer(s) above.)*

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*Printed Name of Potential Buyer(s)*

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*Business or Entity Name (if applicable)*

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Signature  
*(Individually or as Duly Authorized Representative)*

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Signature  
*(Individually or as Duly Authorized Representative)*

## **220406FLAG -- Specialty Product Sales and Installation**

I have signed this Harvest Business Advisors document by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an "electronic sound, symbol, or process attached to sign the document."

I have done so with the intent to sign the document.

My use of the electronic signature was not done for any illegal or fraudulent purposes.

