

# ATLANTIC BUSINESS BROKERAGE, INC.

**\* You Must Sign Form Before Submitting.**

## Buyer Registration & Agreement to Maintain Confidentiality

In consideration of the information furnished and presentation to me of the places of business listed below as being available for sale, I agree that should I buy, lease, become employed at, or come into possession of any of them within three (3) years from the date hereof, that I will protect Broker's right to a commission payment. I understand that the Broker has an agreement with the Owner of the places of business listed below which provides for a commission payment. I understand that if I interfere in any way with the Broker's contract right to a commission from Seller, I will be personally liable for the payment of said commission immediately. I understand that if I become an employee, manager, or connected with any of the locations listed below or should I buy, lease or rent the premises herein set forth or any other business which is owned by the Seller or a shareholder and/or partner of the Seller, then a commission is due Broker by me immediately equal to that as outlined in Broker's Agreement with Seller. I understand that a commission is due Broker by me if I or a family member attempts to negotiate to purchase or lease any of the below locations directly with an Owner or Seller and or any appointed Agent of same other than with an Agent of the below signed Broker, so long as the Broker's Agreement with the Owner or Seller was active when I was referred to the locations below; even if said Agreement becomes inactive at the time of a negotiation. It is agreed that if I make the purchase through your office, I am not liable for a commission.

It is recognized that the Seller may suffer damage to its business in the event that employees, competitors or customers of the Seller become aware that the business is for sale. Seller may also suffer damage in the event profit and loss statements or other confidential information whatsoever, becomes known to its competition, the public or employees. Should any suit be commenced to enforce Broker's rights herein, in the event Broker is successful, the Buyer agrees to pay Broker's expenses connected therewith, including attorney fees. In view of the above, the below signed prospective Buyer (afterwards referred to as "Prospect") agrees to the following:

Prospect will not divulge the identity of any of the below businesses, or other information relevant to the sale of the business to anyone other than a business partner or a professional associate (afterwards referred to as "Agent") of the Prospect for a period of three (3) years from the date first entered below. Prospect will not open a new business similar to the below businesses within a one mile radius within two years from the date below. Prior to sharing any information with Agent, Prospect will explain the conditions of this Agreement to the Agent and require that Agent maintain the confidentiality. In no event shall Prospect disclose any information to any Real Estate Agent and/or any party involved in the sale of existing businesses. Prospect agrees not to speak to the Seller or any of its employees of the said business without obtaining the written permission from Broker. Although it is understood that Broker has included information which is considered to be relevant for the purpose of investigation of the proposed transaction, all information has been provided by the Sellers of said businesses and Broker does not make any representations or warranties as to its accuracy or completeness. Receipt of a copy of this agreement is hereby acknowledged. Business name and address will be issued to you via e-mail upon our receipt of this document.

**If Prospect physically visits any of the below businesses, it will do so in an inconspicuous manner solely as if it were a customer of the business. Furthermore, Prospect will not attempt to speak with Seller or perform any act whatsoever which might alert customers or employees of the proposed sale.**

### Enter the information below identifying the business(es) you are inquiring about.

| Ad ID # | Business Name | Asking Price | City / Area | State |
|---------|---------------|--------------|-------------|-------|
|         |               |              |             |       |
|         |               |              |             |       |
|         |               |              |             |       |

### Enter your personal contact information below.

|              |  |                 |  |
|--------------|--|-----------------|--|
| <b>Name:</b> |  | <b>Address:</b> |  |
|--------------|--|-----------------|--|

|              |  |               |  |                 |  |                  |  |
|--------------|--|---------------|--|-----------------|--|------------------|--|
| <b>City:</b> |  | <b>State:</b> |  | <b>Country:</b> |  | <b>Zip Code:</b> |  |
|--------------|--|---------------|--|-----------------|--|------------------|--|

|                         |  |                         |  |
|-------------------------|--|-------------------------|--|
| <b>Phone - Primary:</b> |  | <b>Phone - Other 1:</b> |  |
| <b>Phone - Fax:</b>     |  | <b>Phone - Other 2:</b> |  |

|                        |  |
|------------------------|--|
| <b>E-Mail Address:</b> |  |
|------------------------|--|

**This document allows for digital signing. Enter the above information requested of you thoroughly before attaching your digital signature. Then click the *Submit By E-Mail* button at page top. If unable to digitally sign, print the completed form, sign by hand, and fax to 804-364-1546. We will be unable to provide information if the form is incomplete. Thank you for your cooperation.**

|                   |  |              |  |
|-------------------|--|--------------|--|
| <b>Sign Name:</b> |  | <b>Date:</b> |  |
|-------------------|--|--------------|--|