

## Buyer Registration and Confidentiality Agreement

Business Description: \_\_\_\_\_

– between –

SIGNATORY: \_\_\_\_\_ (PRINT NAME)

and

BRIDGEPOINT BUSINESS BROKERS (the Broker)

**I, the undersigned acknowledge that Bridgepoint Business Brokers has been retained as Exclusive Agents for the sellers and is operating under the authority of a listing agreement, or is a sub-agent of another broker who has such an agreement, to market the above business and that for the purposes of this potential transaction, I will be considered a customer and I will be owed no fiduciary duties by the Broker.**

I, the undersigned, acknowledge that I am a principal to this business purchase transaction, and/or I am an authorized representative thereof. I also acknowledge and understand that I will be the recipient of sensitive confidential material and operational information. I recognize that improper disclosure of this information could cause significant harm and damage to the business, or its ownership. I hereby pledge that I (or any related person or corporate entity) will not disclose the identity, location, nor the operational data that will come into my possession, to any person(s) or corporate entities, other than my professional advisors, who will also agree to maintain the provisions of this agreement. I understand that should it be reasonably determined that I or those I have shared this information with have breached this Agreement that I/we may be legally and/or financially responsible for costs incurred by or to this business associated with that action.

**I pledge that I (or any related person or corporate entity) will not visit or contact the principals, employees, shareholders, suppliers, bankers, landlords, etc. of the above business at any time, without written permission from the Broker.** I understand that there may be negative consequences and possible legal implications should this pledge be breached. I acknowledge that any information given to me by the Broker is solely for the purpose of evaluating that business as a potential purchaser. Further, I acknowledge that I am not an agent of or connected in any fashion to any local, provincial, or federal government agency, or any other third party with any possible interest of the business other than for the possible future purchase of the business. I acknowledge that the Broker cannot make any representation or warranty as to the accuracy or completeness of any information provided and that the information is provided in good faith only.

I, the undersigned, am aware of the asking price of this business and I (or any related party or corporate entity) have (or reasonably believe to have) access to the financial capital to enter into a purchase agreement should it be deemed appropriate to proceed with an Offer to Purchase. I (or any related party or corporate entity) am/are prepared to disclose to Bridgepoint Business Brokers any financial information should it be requested as verification of this.

I agree that should I buy, lease, become a manager of, become connected in any way, or come into possession of the business within two (2) years of the date below, even if the listing period for that business has expired, that a commission will be due to the Broker; and in the event of a breach of this agreement, that I will be liable for the payment of that commission and all reasonable costs including interest, collection costs, and legal fees. I understand that this agreement may not be altered or changed in any manner and that individual Sellers may require additional assurances of confidentiality.

ACCEPTED (Signature): \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Dated at (place): \_\_\_\_\_ Date: \_\_\_\_\_