



# BUYER CONFIDENTIALITY AND WARRANTY AGREEMENT

10301 Northwest Frwy.  
Suite 200  
Houston, TX 77092  
Tel: 713-680-1200  
Fax: 713-490-9052  
www.certifiedbb.com

In consideration of Certified Business Brokers II, Ltd. ("CBB") and the business owner(s) (Seller") providing the undersigned ("Buyer") with certain confidential and proprietary information on the business(es) ("Business") identified below, Buyer hereby understands, agrees, represents and warrants to CBB and Seller as follows:

1. All information furnished to Buyer by CBB or Seller including the identity of the Seller and the Business, all oral or written data, reports, records, and other material ("Information") will be deemed confidential and Buyer agrees not to disclose any such Information to any other party, except to Buyer's employees and agents whose knowledge of the Information is required to evaluate the Business as a potential acquisition. Buyer accepts full responsibility for the compliance with all provisions of this Agreement by such employees and agents. Buyer will not use the Information to interfere or compete with the Seller.
2. Buyer will not contact the Seller, its employees, suppliers or customers except through CBB. All inquiries, correspondence, offers to purchase, negotiations and closing preparations will be conducted exclusively through CBB.
3. Buyer acknowledges that CBB has stated that it is working as an agent for the Seller and is not an agent for the Buyer. Seller has a contract with CBB providing for fees to be paid to CBB upon the sale, merger, consolidation or other corporate transaction involving the Business or related property. Buyer agrees not to circumvent or interfere with CBB's contract with Seller in any way. In the event of such circumvention or interference, Buyer agrees to be additionally liable for CBB's fee and for any damages to CBB and/or Seller.
4. Information furnished by CBB about the Business and its financials is based upon Information and representations provided by the Seller and CBB has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges CBB from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of such Information and accepts sole and final responsibility for the due diligence, evaluation and verification of such Information and all other factors relating to the Business and its financials. Buyer will indemnify and hold harmless CBB, its agents and/or employees from any claims, actions, demands or damages arising from inaccurate or incomplete Information or from Buyer's acts or failures to act in pursuing the possible acquisition of the Business.
5. Buyer acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition. CBB advises the Buyer to seek counsel from an attorney, CPA and other professionals Buyer deems necessary to make an informed decision on a Business acquisition. Buyer agrees to provide financial statements, references and other data evidencing Buyer's financial capabilities upon request of CBB or Seller.
6. Buyer will be the principal in any proposed acquisition and is not working on behalf of undisclosed principals or as a sub-agent for any other person or entity. If Buyer decides not to acquire the Business, all Information shall be promptly returned or destroyed, as directed by CBB or Seller.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof. The Seller is hereby designated as a third party beneficiary to this Agreement.

This Agreement applies to the Business(es) listed below:

- Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_
- Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_
- Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_
- Listing ID # \_\_\_\_\_ Name or type of business: \_\_\_\_\_

EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name of Buyer)

SIGNATURE: \_\_\_\_\_

CBB Representative: \_\_\_\_\_

New Buyer:  Yes  No

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

City, State, Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_