

# LISITEN ASSOCIATES

**THIS IS A LEGALLY BINDING AGREEMENT,  
PLEASE READ CAREFULLY BEFORE SIGNING.**

\*This information must be kept confidential\*

## **Non-Disclosure and Confidentiality Agreement**

INFORMATION provided on any business offered by sale by the Broker is sensitive and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Broker's fiduciary relationship with the Seller.

### **AGREEMENT**

The undersigned prospective purchaser (herein referred to as "Buyer"), in consideration for the Principals, Associates, Agents, Clients or Employees of Lisiten Associates (herein referred to as "Broker") for providing Buyer with information on any business offered for sale through Broker, hereby understands and agrees that:

1. The term "Information" shall include the fact that the business is for sale and other confidential data. The term Information does not include any information, which is or becomes generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker without retaining any copies, summaries, analysis, or extracts thereof.
2. Buyer will not disclose any Information regarding these businesses to any other party, except to those directly involved in the sale or to those who will provide Buyer with professional, legal or financial advice on the sale, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Broker's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Broker's commission as outlined on the listing agreement for that business.
3. All negotiations concerning any business shown will be handled exclusively through Broker. No contact with the Seller, Employees, Suppliers, Customers, Franchise or, or Landlord, etc. is permitted without direct authorization of the Broker.
4. Buyer will not use, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for Buyer's own benefit or any third party, and all information received will be used only for the purpose of investment and purchase of the businesses shown.
5. All information is provided by Seller and is not verified in any way by broker. Broker is relying on Seller for the accuracy and completeness of said Information. Broker has no knowledge of the accuracy of said Information and makes no warrant, expresses or implied, as to such Information. Broker may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no representations of warranties are made by the Broker as to its accuracy or completeness. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.
6. Prior to finalizing an agreement to purchase or invest in a business, it is Buyer's responsibility to perform due diligence and make an independent verification of all Information. Buyer will only look to the seller and Buyer's own investigation for all information regarding any business offered by the Broker.
7. Should Broker or Seller deem it necessary, Buyer grants the right to obtain a credit report through standard reporting agencies. If requested, Buyer also agrees to provide a resume and financial statement. Buyer understands that this information will be held in confidence and will only be used for the purpose of Seller extending credit to the Buyer.
8. Buyer represents and warrants to have the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.
9. Buyer understands that a violation of this Agreement could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Broker named herein is joined in any litigation arising out of this agreement.
10. This will acknowledge that on this date I have received and/or reviewed from Lisiten Associates certain pertinent and confidential information relating to the sale of the following businesses and/or properties.

Buyer's initials \_\_\_\_\_ Date \_\_\_\_\_ ← Please initial

11. It is agreed that in consideration of confidential information given to me by Lisiten Associates as to the particular mentioned herein and entrusted to me as a perspective buyer, I agree not to divulge the said Information to any third party, except those listed in section 2. I further agree not to conclude any sale or give a deposit and/or take possession of the business and/or property, directly or indirectly, without first informing Lisiten Associates. It is understood that the Seller pays the sales commission to Lisiten Associates at the closing. I will not close on any business referred to me by Lisiten Associates without making certain that the commission to Lisiten Associates is paid by the Seller.

Check here if above NDA applies to all listings shown to me by Lisiten Associates.

Check here if NDA applies only to the following listing. \_\_\_\_\_

Business Listing Number

Business Listing Header

\_\_\_\_\_

\_\_\_\_\_ ←

**I'M INTERESTED IN THE FOLLOWING:**

\_\_\_\_\_  
\_\_\_\_\_

**Lisiten Associates is considered the Agency first disclosing details of the above business(es) to the undersigned.**

**This is a legally binding agreement. Please read it carefully before signing.**

**The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding, and Receiving a Copy of this Document.**

**Buyer**

Please PRINT Name: \_\_\_\_\_ ←

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Fax# \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

**Broker**

Lisiten Associates

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please fax to 212-661-4285 or email to [mel@lisitenassociates.com](mailto:mel@lisitenassociates.com).**

**Lisiten Associates**  
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