



7530 Parker Rd., Ste. 210, Fairhope, AL 36532
Telephone: 251-850-9090
Fax: 251-850-9100

Buyer Confidentiality and Non-Disclosure Agreement

- “Buyer” applies to the undersigned (singular and plural) and his/her/its representatives, associates, agents, partnerships, corporations, individuals, and any other entity with which the undersigned is affiliated or represents, as well as their heirs, successors, assignees, executors, and administrators.
- “Seller” shall mean the owner(s) of the businesses or property covered by or listed in this Agreement.
- “Confidential Information” shall mean all sensitive business information, including but not limited to, the fact the Business is or may be for sale; all financial, production, sales, marketing, and pricing information; methods; manuals; manufacturing procedures; correspondence; processes; data; reports; records; memoranda; contracts; employee, customer or vendor lists; tax documents; intellectual property, trade secrets, and any other information whether written, oral, electronic, or otherwise made known to Buyer. Confidential Information shall also include all information Buyer obtains (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller, (b) from communication with Seller or Seller’s intermediary, broker, directors, officers, employees, agents, suppliers, customers, or representatives, (c) during visits to Seller’s premises, and (d) through disclosure or discovery in any other manner.
- “Transaction” is defined as, without limitation, a change of any interest, ownership, or management of or in the Business involving the Buyer and the Seller or their affiliates in the broadest sense and interpretation possible.
- “RT” shall mean Reed Tindal, LLC and include its members, officers, affiliates, agents, employees, and other representatives.

Buyer acknowledges that all information Buyer receives related to the Business is to be treated as proprietary, confidential, and/or privileged information. Buyer agrees not to disclose or permit access to any Confidential Information to anyone who has not signed this Agreement. Neither Buyer nor any third party shall use or permit the use of Confidential Information in any manner whatsoever except as may be required for Buyer to evaluate the Transaction. Buyer shall not contact the Seller, contact Seller’s employees, customers, suppliers, landlord, or representatives, or engage in discussions or negotiations with Seller, directly or indirectly, at any time without RT or without prior written permission of RT. Buyer agrees that all communications, offers, negotiations, and all other communications regarding a Transaction are to be conducted exclusively and directly through RT unless RT expressly directs or permits otherwise.

Buyer hereby acknowledges that RT has contractual agreements with Seller by which RT is vested with exclusive intermediary rights in a potential Transaction. If the undersigned requests from RT Confidential Information about certain Businesses, then Buyer acknowledges that RT is the sole procuring cause should Buyer participate in any Transaction with Seller and RT is therefore entitled to its fee as established by contract with Seller.

Buyer shall be liable for all damages to Seller and/or RT caused by Buyer’s divulging of Confidential Information and/or disturbing the Seller’s business operation including, but not limited to, the loss of fees by RT and any liability RT may have to Seller as a result thereof. Seller is specifically intended to be a third-party beneficiary of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms as though a party hereto. Should Buyer violate this Agreement to any extent, Buyer acknowledges that Seller and RT will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages, and therefore, Seller and RT shall be entitled to immediate injunctive relief. In the event of enforcement and/or litigation involving this Agreement and/or the Confidential Information, Buyer understands and agrees that RT and Seller shall be awarded, from Buyer, all reasonable attorney’s fees and court costs, in addition to any commissions, fee awards, and other damages RT may receive. Further, Buyer will hold harmless and indemnify RT from all claims, allegations, causes of actions, lawsuits, demands, damages, costs, expenses, including all attorney’s fees and costs, arising out of any claim made or action instituted by any person or entity arising out of Buyer’s actions related to this Agreement.

Buyer agrees that RT makes no warranty, express or implied, as to the accuracy or completeness of any information Buyer receives or fails to receive from RT. Buyer further acknowledges that RT will not audit, perform any investigation of, or verify any information, nor will it make, give, or offer any warranty or representation regarding the information, nor in any way does RT guarantee future business performance. Buyer expressly agrees that it will not rely upon any statements or opinions of any kind of RT or its

respective agents, employees, or representatives. Buyer shall investigate the Business to his/her/its own satisfaction without ANY reliance upon RT. Buyer hereby releases RT, its respective agents and representatives, from all claims arising from or relating to the accuracy or completeness of the Confidential Information. In the event of any disagreement or dispute regarding this Agreement or any transaction, RT and Buyer agree not to post, directly or indirectly, any negative or disparaging comments on any social media and/or websites. Such postings will be considered a breach of this Agreement.

Buyer understands and acknowledges that RT cannot and will not act as legal counsel, a financial advisor, or provide tax or business advice to the Buyer. If RT refers the Buyer to persons, vendors, experts, tax professionals, lenders, legal professionals, service or other product providers, RT does not guarantee the performance and/or quality of performance of any such providers. Buyer acknowledges that such providers may or may not compensate RT for the referral. Buyer understands that RT may simultaneously be working with other potential Buyers, who may consider, make offers on, or ultimately acquire the Business.

This Agreement is legally binding, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between them, and can only be modified in writing, signed by both RT and Buyer. Any litigation or dispute arising from performance of this Agreement shall be construed and governed by the laws of the State of Alabama and shall be heard by the Courts in Baldwin County, Alabama. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions of the agreement. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the fullest extent permitted under the applicable law. There are no expressed or implied warranties, promises, representations or covenants relating to this Agreement or any Transaction except as expressly set forth or incorporated herein. This Agreement and its representations, warranties and promises shall survive the closing of any Transaction described to Buyer.

Buyer and RT agree that this Agreement may be signed in counterparts and that faxed or electronic signatures may be considered as originals for all purposes. Each party waives the necessity of providing the original copy of this Agreement to bind the other.

Buyer's
Printed
Name: _____ Date: _____
First M.I. Last

Buyer's
Signature: _____

Home
Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Cell: _____ Office: _____ Home: _____

Fax: _____ Email: _____

Company of Interest: _____

Liquid, dedicated capital available for a business transaction: _____