



## **CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT is entered into between InterCapital Advisory Partners LLC. d/b/a VR Business Brokers (hereafter "VR") and the prospective purchaser (hereafter "Purchaser") of a business offered for sale through VR. "Seller" shall refer to any business being offered for sale by or through VR, as well as the owners of such business. VR and Purchaser agree as follows:

1. Purchaser understands and agrees that VR is representing Seller and has a contract with Seller providing for a fee to be paid upon certain events, including sale, trade, lease or transfer of Seller's business or property.
2. In consideration of VR introducing to Purchaser business opportunities for sale, Purchaser agrees not to contact Seller or any entity or person having a business relationship with Seller, including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients and customers, except through VR with VR's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through VR will be conducted exclusively through VR.
3. Purchaser further agrees not to circumvent or interfere with VR's contractual relationship with Seller in any way. Purchaser understands and agrees that purchaser will be liable to VR for damages in the event of interference with VR's contractual relationship with seller.
4. Purchaser agrees that any and all information provided to Purchaser regarding a Seller is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to Seller.
5. Purchaser agrees that any information obtained at any time pursuant to investigation and consideration of the purchase of Seller's business shall be kept in strict confidence, and not be disclosed to any other person, except professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising Purchaser. In the event of such permitted disclosure, Purchaser will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that this non-disclosure provision is intended for the benefit of Seller, who is a third party beneficiary to this Agreement. As such, Seller may bring an action to enforce its terms and to recover damages for breach of this provision.
6. In the event Purchaser for whatever reason does not wish to purchase Seller's business, Purchaser agrees to immediately return to VR any and all materials related to Seller without retaining any copies.
7. Purchaser understands that Seller, or other sources identified by Seller, provides all information regarding any business offered for sale, and such information is not verified in any way by VR. VR has no knowledge of the accuracy of ANY information provided to Purchaser and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. Purchaser shall be responsible for making an independent verification of such information prior to entering into an agreement to purchase any business. Purchaser further understands and agrees that VR shall NOT be responsible for the failure to disclose material information related to the purchase of any business. Purchaser agrees to indemnify and hold VR and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to Purchaser with respect to any business Purchaser might purchase. Purchaser intends for its indemnification to include VR's joint and sole negligence and Purchaser will hold VR harmless from

VR's intentional and sole negligence.

8. PURCHASER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. PURCHASER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. VR HAS ADVISED PURCHASER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION. PURCHASER AGREES TO NOT RELY ON ANY PROMISE, GUARANTY OR ADVISE OF VR, WHETHER VERBAL OR IN WRITING.
9. Purchaser understands that financial institutions or others may pay a referral fee to VR for referring potential clients.
10. In the event of any judgment, award, or arbitration decision against VR, the maximum liability of VR and its sales associates and agents shall be limited to the amount of commission actually received.
11. This Agreement shall be governed by the laws of the State of Texas, and Purchaser agrees that any action to enforce this Agreement may be brought in the appropriate courts located in Bexar County, Texas. Both parties hereby waive their constitutional right to a jury and agree to submit all questions of fact to the judge for decision.

If Purchaser is a business entity (e.g. corporation, limited liability company, limited liability partnership, limited partnership, etc.), the undersigned officer or agent acknowledges that he/she has full authority to enter into this Agreement, and further agrees to be personally bound by the terms and conditions stated herein, including, but not limited to, personal liability for breach of this Agreement, including damages resulting from disclosure of confidential information.

## Purchaser

**InterCapital Advisory Partners, LLC dba  
VR Business Brokers**

**Signature**

**Signature**

x

x

**Name (Print)**

**Name (Print)**

**Phone**

**Date**

**Date**

**Address 1:**

**Address 2:**