

# NON-DISCLOSURE AGREEMENT (Buyer)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between: **Texas Businesses For Sale, LLC** ("Broker"), acting as an intermediary for the business owner(s) ("Seller"), and:

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

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

City/State/Zip: \_\_\_\_\_

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

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

## ***1. Purpose***

Buyer is interested in receiving certain confidential and proprietary information regarding one or more businesses represented by Broker for the purpose of evaluating a possible purchase ("Transaction").

## ***2. Definition of Confidential Information***

"Confidential Information" includes, without limitation: Business name(s) and location(s) not publicly advertised; Financial statements, tax returns, and accounting records; Customer lists, supplier/vendor information, pricing, trade secrets, marketing plans, processes, and employee information; and any other non-public information provided by Broker or Seller. Confidential Information does not include information that: a) is or becomes public through no fault of Buyer; b) is lawfully obtained by Buyer from a third party without restriction; or c) is independently developed by Buyer without reference to Confidential Information.

## ***3. Non-Disclosure & Non-Use***

Buyer agrees to: a) Keep all Confidential Information strictly confidential; b) Use Confidential Information solely for evaluating the Transaction; c) Not disclose Confidential Information to any person or entity without prior written consent of Broker, except Buyer's professional advisors (who must also be bound by confidentiality).

## ***4. Non-Circumvention***

Buyer agrees not to contact Seller, Seller's employees, customers, suppliers, or landlords directly without Broker's written consent. All communications shall be made through Broker.

## ***5. Return or Destruction of Materials***

Upon request, Buyer shall return or destroy all Confidential Information, including notes, summaries, and copies, and certify such destruction if requested.

## ***6. No Representation or Warranty***

Buyer acknowledges that Broker and Seller make no representation or warranty regarding the accuracy or completeness of Confidential Information. Buyer is encouraged to conduct their own due diligence.

**7. Brokers' Fees**

Buyer acknowledges that Broker is acting as the exclusive agent for the Seller and that any commission or fee due Broker in connection with the Transaction will be paid by the Seller, unless otherwise agreed in writing.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Dallas County, Texas.

**9. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and may only be modified in writing signed by both Parties.

BUYER:

Signature:

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Name:

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Date:

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BROKER: Texas Businesses For Sale, LLC

By:

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Name:

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Title:

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Date:

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