Buyer Confidentiality & Non-Disclosure Agreement

TURBO BUSINESS BROKERS · BUFFALO & WESTERN NEW YORK · (716) 265-0409

This Buyer Confidentiality and Non-Disclosure Agreement (the "Agreement") is made by the undersigned prospective buyer ("Buyer") in favor of Turbo Business Brokers, Buffalo, New York, (716) 265-0409, TurboBusinessBrokers.com, and the Seller of the Business.

1. Purpose

Buyer wishes to evaluate the possible purchase of a business offered for sale through Turbo Business Brokers ("TBB"), which may include gas stations, convenience stores and other businesses in Western New York (WNY) (the "Business"). This Agreement is one-way: it protects the confidential information of the seller of the Business ("Seller") and of TBB. Seller is an intended third-party beneficiary of this Agreement.

2. Confidential Information

"Confidential Information" means all non-public information disclosed by TBB or Seller, in any form, including: the identity and name of the Business and the fact that it is for sale; its location and address; financial statements, tax returns, fuel volumes, margins, rack or fuel commissions, sales and lottery data; the lease, rent, real estate and terms of sale; employees, payroll and staffing; vendors, fuel suppliers, franchisors and contracts; customers; and any notes, analyses or copies Buyer prepares from it. It excludes information Buyer can show is already public through no fault of Buyer, or was lawfully in Buyer's possession before disclosure without a duty of confidence.

3. Non-Disclosure and Limited Use

Buyer will keep all Confidential Information strictly confidential, will use it only to evaluate the purchase of the Business, and will not disclose it to anyone except Buyer's lawyers, accountants, lenders and financial advisors who need it for that purpose and who are bound to keep it confidential. Buyer is responsible for any breach by them. If Buyer is legally compelled to disclose, Buyer will give TBB prompt prior notice where lawful.

4. No Contact Except Through TBB

Buyer will not contact, directly or indirectly, the Seller, the Business's employees, landlord, fuel suppliers, vendors, franchisors or customers about the Business or its sale, and will not visit the Business to make inquiries, except as arranged by and through TBB.

5. No Discussion With Employees

Buyer will not discuss, mention or disclose the possible sale of the Business with any employee, manager or staff member of the Business. Buyer will not visit the Business to ask staff about the sale, will not reveal to any employee that Buyer is a prospective buyer, and will not approach, solicit or recruit any employee of the Business. All questions about the Business, its employees and its operations must go only through Turbo Business Brokers.

6. Non-Circumvention

Buyer will not bypass TBB or purchase, lease, invest in or otherwise acquire the Business, its assets or its real estate, directly or through any related person or entity, except through TBB. If Buyer does so during the term of this Agreement, Buyer will be liable to TBB for the full commission TBB would have earned on the transaction, plus TBB's costs and reasonable legal fees.

7. Return or Destruction

On TBB's or Seller's request, or if Buyer decides not to proceed, Buyer will promptly return or destroy all Confidential Information and copies (including electronic copies) and confirm this in writing on request.

8. Proof of Funds and Qualification

TBB or Seller may request proof of funds, financing pre-qualification, or other information about Buyer's ability to complete a purchase before releasing further information. Release of any information is at TBB's and Seller's sole discretion.

9. No Representations; No Obligation

Information is provided as-is and TBB and Seller make no representation or warranty as to its accuracy or completeness; Buyer will rely on its own due diligence. This Agreement does not obligate either party to complete any transaction.

10. Term

This Agreement remains in effect for two (2) years from the date Buyer signs it. Obligations regarding information already received survive any decision by Buyer not to proceed.

11. Remedies

Buyer agrees that a breach may cause irreparable harm for which money damages are inadequate, and that TBB and Seller may seek injunctive relief, without posting bond where permitted, in addition to damages and any other remedy. Buyer will pay reasonable legal fees and costs incurred to enforce this Agreement if Buyer is found in breach.

12. Governing Law; General

This Agreement is governed by the laws of the State of New York. Buyer consents to the jurisdiction of the state and federal courts located in Erie County, New York. This is the entire agreement on its subject, may be amended only in writing, and if any provision is unenforceable the rest remains in effect. Electronic signatures and signed copies delivered electronically are as valid as originals.

Buyer

Full name:	Company:
Address:	
Phone:	Email:
Listing of interest:	Date:
Signature:	

Return the signed agreement by uploading it at TurboBusinessBrokers.com/nda/ or emailing turbobusinessbrokers@gmail.com. Questions: (716) 265-0409.