



**CONFIDENTIALITY AGREEMENT**

**FULCRUM PARTNERS LLC**

**Attn:** \_\_\_\_\_

**PHONE 231-582-4880**

**FAX 616-588-6123**

**FULCRUM PARTNERS LLC** (Broker) 211 Ray St., Boyne City, Michigan 49712, represents the Seller, and the Seller pays the fees of FULCRUM PARTNERS LLC. Our agreement with the Seller requires that we obtain a **CONFIDENTIALITY AGREEMENT**, and evidence of **FINANCIAL QUALIFICATION**, before disclosing the name and location of Seller. **FULCRUM PARTNERS LLC** is providing me(us) with **confidential information** on the Business it offers for sale, I(we) agree:

- 1) **"Confidential Information"** shall mean all information concerning the Business which is not generally available to or known by the general public, including but not limited to information concerning the Business's customers, suppliers, equipment, processes, methods, research, product development, improvements or inventions, purchasing, accounting and marketing, customer lists, supplier lists, financial information, cost and pricing information, personnel information, designs, specifications, prints, drawings, sketches, photos or other data concerning products, equipment, or methods of manufacturing, whether set forth in any document or conveyed orally by any owner, director, employee, agent or other representative of the Business.
- 2) To hold the Business harmless and indemnify it from any loss, charge or expense (including but not limited to reasonable attorneys fees) which the Business sustains as the result of any dissemination, disclosure, or use of the Confidential Information which is not in accordance with the terms and conditions of this agreement, or which arises from any breach by me(us) of this agreement.
- 3) Not to disclose any information regarding the Business to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I(we) agree to obtain their agreement to maintain such confidentiality. "Information" shall include the fact that the Business is for sale plus any other data provided. I(we) agree not contact the respective business owner, employees, suppliers or customers except through FULCRUM PARTNERS LLC. That all correspondence, inquiries, offers to purchase and negotiations relating to the purchase of any business presented by FULCRUM PARTNERS LLC to myself(ourselves), or affiliates I(we) represent, will be conducted exclusively through FULCRUM PARTNERS LLC.
- 4) All information is provided by the Seller or other sources, and is not verified in any way. FULCRUM PARTNERS LLC is relying on Seller or such other sources for the accuracy of said information; has no knowledge of the accuracy of said information, and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, prior to entering into an agreement to purchase said business, I(we) shall make such **independent verification** as I(we) deem necessary of said information. I(we) agree that FULCRUM PARTNERS LLC is not responsible for the accuracy of any of the information I(we) receive, or fail to receive, and I(we) agree to indemnify and hold FULCRUM PARTNERS LLC and its agents harmless from any claims or damages resulting therefrom. **I(we) will look only to Seller and to my(our) investigation for accuracy of all information.**
- 5) I(we) acknowledge the interest of FULCRUM PARTNERS LLC in a commission on any negotiated sale, to be paid by the Seller of the Business at time of closing, and agree not to introduce language into a purchase agreement seeking to modify the agreement between FULCRUM PARTNERS LLC and the Seller. Any such purchase agreement shall also provide a disclaimer, with language acceptable to Fulcrum Partners LLC, stating that FULCRUM PARTNERS LLC has disclosed information provided by other outside parties, and makes no representation as to accuracy of any of that information provided.

It is acknowledged that FULCRUM PARTNERS LLC has advised review with legal counsel.

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

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

(Signature)

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

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

(Please Print)

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

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

CT/ST/ZIP \_\_\_\_\_

Title: \_\_\_\_\_

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

(providing email address is permission to send emails)