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NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

Non-Disclosure Agreement: The undersigned Prospective Buyer agrees that in connection with any business introduced to Prospective Buyer by The Sherman Group of PA (hereinafter "TSG"): **(1)** Prospective Buyer will not disclose to any party who has no need to know, information concerning said business, including, but not limited to, trade secrets, products, services, prices, suppliers, financial statements and reports, operations, client names, sales techniques, production methods, ideas, inventory list, concepts and/or product designs; **(2)** Prospective Buyer will not, directly or indirectly, disclose business opportunities, solicit, employ, call upon, sell to, divert or take away any of the customers, suppliers, endorsers, advertisers, contractors, and/or employees of the said business. In the event Prospective Buyer violates this agreement, Prospective Buyer will be personally liable to the owner of said business to the extent that the owner sustains actual loss/damages from said violation; **(3)** Prospective Buyer agrees to indemnify TSG in the event any action is brought by the owner of said business against TSG as a result of a violation of this Agreement by the Prospective Buyer; and **(4)** if Prospective Buyer is a broker, real estate or other business agent, or intermediary, and is acting on behalf of another party, Prospective Buyer agrees to pay TSG a fee of \$5,000 per business address for confidential information provided by any means to Prospective Buyer.

Non-Circumvention Agreement: In connection with any business introduced to the undersigned Prospective Buyer by TSG, the Prospective Buyer agrees that: **(1)** Prospective Buyer and/or Prospective Buyer's agents will not contact the owner or the owner's landlord, property manager, employees, suppliers, and/or customers except through TSG or with TSG's prior written consent; **(2)** all correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of any business presented by TSG must be conducted exclusively through TSG; **(3)** Prospective Buyer will not interfere with TSG's right and ability to receive its agreed-upon commission from the seller; **(4)** if Prospective Buyer interferes with TSG's ability to receive a commission on a purchase made by Prospective Buyer, Prospective Buyer will be personally liable to TSG for the commission agreed upon with the seller, or twelve percent (12%) of the purchase price of the business, whichever is greater; **(5)** within two (2) business days of receiving information on a listed business, Prospective Buyer will notify TSG in writing if that business has already been introduced to Prospective Buyer by another broker, and in such event, the terms of this Agreement shall be null and void only with respect to that specific business; **(6)** representations made by the seller are not guaranteed and Prospective Buyer will not hold TSG responsible for any misrepresentations made by the seller, lessor, or any third party; and **(7)** this Agreement stands for all businesses introduced by TSG that have been listed on the attached sheet and/or any other businesses introduced by TSG. Introduction means that TSG provided information on and/or showed a business to Prospective Buyer, and was not notified by Prospective Buyer that such business had already been introduced to Prospective Buyer by another broker, as outlined herein.

DEFAULT: In the event Prospective Buyer violates any of the terms and conditions of this Non-Disclosure and Non-Circumvention Agreement, Prospective Buyer will be liable for all costs of action, including reasonable attorney's fees. Prospective Buyer also consents to the jurisdiction of Montgomery County of the Commonwealth of Pennsylvania to adjudicate any dispute arising hereunder.

I have read and understand the contents hereof. This agreement expires twenty-four (24) months from the date listed below.

<i>Prospective Buyer's Legal Name</i>	<i>Signature</i>	<i>Date</i>

REMINDER: OUR SELLERS DO NOT WANT THEIR STAFF OR THE PUBLIC TO KNOW THAT THEY ARE TRYING TO SELL THEIR BUSINESSES. THEREFORE YOU ARE NOT PERMITTED TO SPEAK DIRECTLY WITH ANYONE AT ANY BUSINESS INTRODUCED TO YOU BY THE SHERMAN GROUP UNLESS ARRANGEMENTS HAVE BEEN MADE BY US BEFOREHAND.



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BUYER INFORMATION FORM

Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Cellular Phone: _____ Alternate Phone: _____

Email Address: _____

Occupation: _____

BUSINESS INFORMATION

Have you owned a business before? _____ If yes, what type? _____

What types of businesses are you interested in purchasing? _____

Owner-Operator or Absentee Owner? _____ Timeframe for Decision _____

FINANCIAL INFORMATION

How much cash do you have available to invest in a business? (*Do not include loans or financing.*) _____

Maximum Price of Business _____ Minimum Gross Revenue Requirements? _____

Businesses you are interested in:
(*Use our listing numbers and/or descriptions*) _____
