



Confidentiality Agreement and Agency Disclosure

Grand Business Brokers, LLC ("Broker") has entered into an agreement with the Seller which requires that a Confidentiality Agreement, Evidence of Financial Ability, and General Background Information be obtained before disclosing the name and location of the Seller's business. This information will be kept confidential. In order to receive information concerning the Seller and the business for sale, I/We (hereafter singular shall include plural) understand and agree:

1. That, **at this time**, Broker is not an agent for me but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease, or transfer of Seller's business, Real Estate and/or other property. If this agency relationship changes, then, in accordance with Illinois status, I will so acknowledge that change.
2. That any information provided on any business, Real Estate and/or property is proprietary and confidential, and that its disclosure to others may be damaging to the business, their owners, and their employees. I have requested this information for the purpose of evaluating the possible acquisition of the business. I understand that I am personally liable for its use for any other purpose. In the event Buyer does not purchase the Sellers business, Buyer agrees to return all information provided to Buyer promptly including all copies, etc.
3. I shall not disclose, at any time after the execution of this Agreement, any Confidential Information regarding the Seller or its business to any other person who has not also signed this Agreement, except to secure advice and recommendation of my business advisors (accountants, attorneys). "Confidential Information" as used in this Agreement, shall include the fact that the Seller's businesses is for sale, plus any other data provided to you regarding the Seller and its business, including but not limited to details about the Seller's business operations, strategies, financial performance, trade secrets, intellectual property, unique business methodologies, negotiation details including terms, conditions, and progress of any potential sale, any third-party information that the Seller is obligated to keep confidential, employee-related information such as salaries, roles, and personal data, customer lists, preferences, and any other customer-related data, and information about the Seller's vendors, including contracts, pricing, and relationships. Confidential Information obtained during investigation of businesses not purchased will not be used to the detriment of the Seller. I agree that I shall not use any Confidential Information for my own benefit or for the benefit of any other person or entity, and I will not permit or allow any Confidential Information to be used to gain any competitive advantage over Seller. I shall not solicit any of Seller's employees, contractors, or customers for a period of no less than one year after the execution of this Agreement

4. Not to contact the business owners or their landlords, employees, suppliers or customers, or any communications except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase of lease of any business or Real Estate presented by Broker will be conducted exclusively through Broker.
5. I agree not to circumvent or interfere with Broker's contract with the Seller in any way including the consummation of the sale of the Seller's business without Broker's involvement and representation. I also understand that if I interfere with Broker's contracted right to its fee from Seller and/or consummate the sale with the Seller without the Broker, I will be personally liable to Broker for payment of the Seller's fee in accordance with the Letter of Authorization between Seller and Broker. I understand that should I become a manager or otherwise connected with any of the businesses shown or offered to me for sale, or should I buy, trade, lease or exchange any of the businesses disclosed to me by the Broker, then a fee will be due to Broker. I understand if I make the purchase through Broker and the Broker is present at closing of the purchase, I will not be liable for the fee paid by Seller to Broker.
6. That all information regarding businesses for sale is provided by the Sellers or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no representation or warranty, expressed or implied, as to the accuracy of such information. Understanding that, I shall make an independent verification following acceptance of my offer by Seller of said information, and any additional information I may request of Seller, prior to entering into a final agreement to purchase any business. I acknowledge that the Broker is acting as a facilitator and not as a fiduciary or an advisor to me, and that I am solely responsible for conducting my own due diligence. I agree that Broker is not responsible for the accuracy of the information I receive or fail to receive, and I agree to indemnify and hold Broker and its agents harmless from any and all claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me with respect to any business or Real Estate I might purchase.
7. That should I enter into an agreement to purchase a business, I will provide a financial statement and a personal and business history to Broker, and I authorize the Broker and/or the Seller and/or his/her landlord to obtain, through standard reporting agencies, financial and credit information about me or the companies I represent.
8. This Agreement and its representations, warranties and promises shall survive the closing of the sale of any business or Real Estate described to me. This agreement is governed by the laws of the state of Illinois and that any disputes arising from or relating to this agreement will be subject to the exclusive jurisdiction of the courts of Madison County, Illinois. I acknowledge that I have received an exact copy of this Agreement and that I have read this Agreement carefully and fully understand it. This agreement shall be binding on the Buyers' successors, heirs and assigns.

9. SMS Consent for Updates from Grand Business Brokers

By providing your mobile number and submitting a request for information regarding this business listing, you are consenting to receive SMS text messages from Grand Business Brokers related to this and other similar business opportunities.

Consent Details:

- Message frequency may vary depending on activity or interest.
- Message and data rates may apply based on your mobile carrier.
- You may reply **STOP** to unsubscribe or **HELP** for more information at any time.
- Consent to receive SMS messages is not required to purchase any goods or services.
- Your contact information will remain confidential and will only be used by Grand Business Brokers to communicate relevant updates about business listings.

[Signatures on Following Page]

Buyer:

Date: _____

Signature: _____

Broker:

Grand Business Brokers, LLC

Date: _____

Signature: _____