



## **BUYER'S NON-DISCLOSURE AGREEMENT**

Accelerated Manufacturing Brokers, Inc., has agreed to make certain disclosures to you concerning our exclusive listing of:

### **CUSTOM MATERIAL HANDLING SYSTEMS**

**Client: CMHS-665**

We require the following non-disclosure and confidentiality agreement to be executed for the protection of our client and their affiliates:

I, the undersigned, as an individual or on behalf of any corporation formed or to be formed that I am party to (Buyer), acknowledge that Accelerated Manufacturing Brokers, Inc., (Accelerated) is acting as exclusive Broker for the referenced company (Seller).

I further acknowledge and agree to the following:

(A) All communication regarding the potential investment or purchase of the referenced company and any request for additional information, as well as all negotiations, will be directed solely to the offices of Accelerated.

(B) Information provided by Accelerated, and/or the Seller, is proprietary and confidential in nature, the disclosure of which to any other party may result in damage to the Seller and/or business. Unless otherwise agreed to in writing, Buyer agrees not to disclose information provided to any other party, and to only use information for evaluating or structuring a possible purchase of the business or assets. Buyer also agrees not to solicit the employees of the Seller or use any information obtained to harm the Seller's business. The non-disclosure obligation remains in effect for a period of two years from the signing of this document.

(C) I acknowledge that Accelerated makes no representations or warranty as to the accuracy or completeness of the information to be provided. Upon acceptance of an offer to purchase, the Buyer agrees that it is its responsibility to verify the evaluation material prior to closing

(D) Accelerated is not an agent for the Buyer, but rather is an agent for the Selling Company and its stockholders. Accelerated has a contract providing for a fee to be paid to it upon the completion of the transaction. The Buyer will not circumvent or interfere with Accelerated's client contract in any way including consummation of the acquisition of the client company without Accelerated. I further agree that if I, or any companies I represent, violate this agreement, I will be responsible for all reasonable attorneys' fees necessary for collection. In the event of a dispute, the parties agree to the exclusive jurisdiction of the State of New Jersey, County of Hunterdon.

Agreed and Accepted:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

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

**Please Complete All Appropriate Fields On The Following Page**  
**(INCOMPLETE FORMS WILL NOT BE HONORED)**



**Please Check One of The Following:**

- I am an existing business owner seeking to expand through acquisition.**

What type of role do you see yourself performing with this acquisition?

\_\_\_\_\_

What type of manufacturing experience do you have?

\_\_\_\_\_

- I am an individual seeking a manufacturing acquisition.**

Current employer: \_\_\_\_\_

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

From: \_\_\_\_\_ to: \_\_\_\_\_

What type of role do you see yourself performing with this acquisition?

\_\_\_\_\_

What type of manufacturing experience do you have?

\_\_\_\_\_

- I am a private equity.**

Name of firm: \_\_\_\_\_

- Other – please describe:**

\_\_\_\_\_

**Please complete each of the following:**

Timeframe to acquire: \_\_\_\_\_

Amount of liquid funds available: \_\_\_\_\_

How will you finance the balance? \_\_\_\_\_

How did you hear about this listing?

Google search	Marketing email	Trade magazine
Trade website	Online ad	Facebook
LinkedIn	Twitter	Referred by: