

**BUYERS' AGENCY AGREEMENT/CONTRACT AND  
NON-DISCLOSURE/NON-CIRCUMVENTION AGREEMENT**

Upon execution of this Buyers' Agency Agreement/Contract and Non-Disclosure/Non-Circumvention Agreement ("Agreement"), \_\_\_\_\_ ("Potential Buyer") hereby retains the undersigned broker ("A&M Realty") for a period of time beginning at the execution of this Agreement and ending one year thereafter as Potential Buyer's exclusive limited agent for the purpose of locating real property/businesses, providing information on certain real property/businesses and assisting in the negotiation of acceptable terms and conditions for the purchase of real property/businesses.

I. Delivery of Information

Upon execution of this Agreement, A&M Realty will deliver to Potential Buyer information on the real property and businesses Potential Buyer requests as well as the real property and business A&M Realty believes would be an acceptable property/business for the Potential Buyer including, but not limited to, the following properties/businesses:

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The information provided will contain brief, selected information pertaining to the businesses and affairs of the business and properties and does not purport to be all-inclusive information or contain all of the information for which a prospective buyer may desire or require. It is still incumbent upon the Potential Buyer to perform its own due diligence with respect to any and all properties/businesses, including consulting with appropriate professionals to appropriately evaluate each property/business. Potential Buyer acknowledges that A&M Realty and its officers, employees or agents, make no representations with respect to the condition of the properties or the

viability of the businesses for which information is provided pursuant to this Agreement. Potential Buyer further acknowledges that it is advised to verify all information independently. Potential Buyer acknowledges that A&M Realty does not provide tax, accounting or legal advice under this Agreement.

II. Non-Disclosure/Confidentiality

The delivery of any information pursuant to this Agreement is subject to the following terms, covenants and conditions:

- a. Potential Buyer agrees to treat all information received pursuant to this Agreement confidentially, whether such information was furnished before the execution of this Agreement or thereafter, and shall not disclose any information obtained pursuant to this Agreement with anyone other than those specifically provided for herein. The information to be kept confidential includes, but is not limited to, the analysis, compilations, studies, and financial records. Potential Buyer shall not share information received pursuant to this Agreement with anyone other than consulting professionals retained for the purpose of evaluating a potential transaction. In the event Potential Buyer shares any information received pursuant to this Agreement with a consulting professional, Potential Buyer shall inform such a consultant of the confidential nature of the information and require such a consultant to treat the information confidential. Potential Buyer shall maintain a list of all persons to whom information has been disclosed and, upon request, shall present such list to A&M Realty or the owner of any property or business that Potential Buyer received information thereof pursuant to this Agreement.

- b. Potential Buyer agrees that it will not duplicate, photocopy, or otherwise reproduce the information received pursuant to this Agreement, either in whole or in part.
- c. Potential Buyer agrees that it will not permit the information received pursuant to this Agreement to be used in any fashion or manner detrimental to the business or the interest of any owner of a property or business that Potential Buyer receives information about pursuant to this Agreement.
- d. Potential Buyer agrees that upon request it shall return all information received pursuant to this Agreement to A&M Realty.

### III. Potential Buyer's Warranties

Potential Buyer warrants that it has not had any discussions or dealings regarding the real property/businesses that are the subject of this Agreement with any other broker, finder or agent other than A&M Realty. Potential Buyer further warrants that for a period of three years from the date of this Agreement it will not circumvent this agreement by attempting to surreptitiously or secretly signing a contract or purchasing real property/businesses which were introduced to Potential Buyer pursuant to this Agreement. Potential Buyer warrants that it will not contact any owners, employees, suppliers, or customers of any of the real property/businesses introduced to it pursuant to this Agreement without prior authorization from A&M Realty.

### IV. Commission

Potential Buyer acknowledges that A&M Realty is entitled to a commission for its services as provided herein and agrees that A&M Realty shall be paid such commission as follows:

- a. For any transaction in which A&M Realty is the listing agent or has an agreement with the owner of any real property/business in which A&M Realty is to be paid a

commission by the owner/seller, Potential Buyer will not be liable to A&M Realty for any commission under this Agreement.

- b. For a period of three years after the execution of this Agreement any transaction in which A&M Realty is not the listing agent or does not have an agreement for the payment of a commission with the owner of any real property/business in which Potential Buyer was introduced to pursuant to this Agreement, Potential Buyer shall agree to pay A&M Realty a commission in the amount of 6% of the purchase price. This agreement extends to instances in which Potential Buyer becomes the owner of said real property/business as well as the manager or lessor. It further extends to instances in which a relative of Potential Buyer becomes the owner, manager or lessor any such real property/business.

V. Indemnity

Potential Buyer agrees to indemnify A&M Realty from any and all damages sought by any party, including but not limited to the owner of any real property/business in which Potential Buyer is introduced pursuant to this Agreement, including claims that said owner was damaged by the sharing of information to Potential Buyer pursuant to this Agreement.

VI. Attorney's Fees/Costs

In the event Potential Buyer breaches this Agreement and A&M Realty is forced to engage legal counsel to enforce its rights under this Agreement, whether such engagement includes litigation or engagement of legal counsel outside of litigation, Potential Buyer shall be liable for the payment of A&M costs related to engagement of such legal counsel, including all reasonable attorney's fees, and any other costs associated therewith, including litigation costs.

VII. Amendments

