



# Confidentiality Agreement

## Individual Purchaser

The undersigned acknowledges that the name of the Seller(s) (the "Seller", the "Owner") and certain confidential information, records, studies, and trade practices of Seller and the Business (the "Business") listed below, will be revealed to the "Buyer". The Buyer also understands and acknowledges that Bay Business Brokers ("Broker", "Bay Business Advisors, L.L.C.") has an agreement with the Seller and has been retained by the Seller(s) to sell the below listed Business and/or Property.

**Disclosures pertaining to the listed Business will be given in complete CONFIDENCE and used for the sole purpose of assessing the possible purchase of any Business shown or listed through Bay Business Brokers.**

I agree not to disclose any of the information given to me about this Business listed by Bay Business Brokers, neither directly nor indirectly, to any third party, except my advisors who can help me in assessing and evaluating the purchase of the listed Business described below. I also agree I will not use, or assist others to use, any such information for competitive trade purposes, or to circumvent Bay Business Brokers in any transaction or contact with the Owner of the Business.

Material and information about the Business is provided by the Owner and while it is believed to be accurate for the purpose of evaluating the possible purchase of the Business, Bay Business Brokers does not guarantee the accuracy of any information disclosed or secured from the Seller and in no way will it warrant any assumptions as true and correct. I further understand that it is the responsibility of the Buyer to verify material and information during a due diligence process prior to the closing of the sale of the Business.

I agree not to contact the Owner of the Business directly or indirectly through a third party and understand that all negotiations, inquiries, investigations, purchase offers and/or letters of intent must be made through the Broker.

It is understood that this Agreement applies to any and all information supplied by Bay Business Brokers, both verbally and/or in writing. I further understand that neither the Seller, the Business, its officers, directors, nor Bay Business Brokers shall have any liability as a result of furnishing me the material as it pertains to the sale of this business.

I fully understand that any breach of this Confidentiality Agreement will be harmful to Broker, Bay Business Brokers and the Seller of the Business. I agree that this signed document will be governed by the laws of the Commonwealth of Virginia and that all actions that may arise in law and/or equity shall be brought in the Commonwealth of Virginia.

I also agree that should I buy, lease, or come into possession or partial possession of the Business within two years from the Buyers signature dated below, I will protect Bay Business Brokers right to its fee under Bay Business Broker's agreement with the Seller. I understand that if I interfere in any way with Bay Business Broker's contractual right to fees from the Seller, I will be personally liable for payment of that fee. It is agreed, however, that if I make the purchase of the Business through Bay Business Brokers, I am not liable for a fee.

Business revealed to me: BBB #1364 – Women's Fitness Centers (2)

(Buyer) Name: \_\_\_\_\_ (print)

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

Address: \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

E- Mail Address: \_\_\_\_\_

Richard Stopa, Manager, Bay Business Advisors, L.L.C. dba Bay Business Brokers