

The undersigned (the “Recipient”) acknowledges that BayState Business Brokers (the “Broker”), 60 Kendrick Street, Suite 206, Needham, MA 02494 has been engaged to represent the Seller in the sale of the Business described as Listing **1720 – Large E-Commerce Seller of Sportswear for Outdoor Sports & Activities**. To induce Broker and Seller to furnish proprietary, commercially sensitive and other non-public information regarding the Business (the “Information”) to Recipient for Recipient’s evaluation and possible purchase of the Business and in consideration for Broker and Seller providing the information, Recipient agrees to keep the Information confidential and warrants to Broker, and Seller as follows:

The Recipient as used herein shall mean and include the undersigned, individually, and as a member of any entity as an employee, partner, stockholder, officer, director, agent, adviser, consultants, manager, member, or any other capacity whatsoever. The Information as used herein shall include all verbal, electronic, and written data, reports, records, or materials obtained from the Broker or the Seller or its representatives. Recipient will not disclose any of the Information to any party other than persons within Recipient’s organization, or independent advisers, who have a need to know such Information for the purpose of evaluating the possible purchase of the Business and agree to abide by the terms of this Agreement. Recipient agrees to be responsible for the compliance of these other parties and Recipient’s affiliates and other representatives with all provisions of this agreement.

If Recipient decides not to pursue the proposed acquisition, Recipient will advise Broker of this fact and return to Broker all Information furnished to Recipient without keeping copies of it. Recipient agrees to keep confidential that the Business is for sale, or listed for sale, or that any discussions are taking place concerning a possible sale of the Business. Recipient will not contact the Seller’s employees, customers, suppliers, landlord or agents, other than Broker, for any reason whatsoever without the prior written consent of the Broker. Recipient will not utilize, now or at any time in the future any Information that is provided in any manner other than to evaluate a possible purchase of the Business. Recipient will not utilize the Information in the conduct of Recipient’s or any other party’s present or future business(es) or utilize it to compete with the Business or solicit its employees or assist any other party to do so.

The Information furnished, and to be furnished, is provided by Seller and Broker has made no investigation of it. Recipient agrees that none of the Broker, the Seller nor any of their respective affiliates or representatives have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Information, including, without limitation, any projections. Recipient releases Broker, the Seller and their respective affiliates and representatives from any liability or responsibility in connection with the accuracy, completeness, or any other aspect of the Information provided. Recipient agrees that any warranties or representations of the Seller for the Information provided will only be made, if at all, in a mutually acceptable definitive Purchase and Sale Agreement for the purchase of the Business. Recipient accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

Recipient acknowledges and understands that the Broker is acting as the agent of the Seller for purposes of this listing and that Broker’s duty is to represent the interests of the Seller. However, Broker has no power or right to legally bind Seller in any manner whatsoever. Recipient will present all offers for the business through Broker and conduct all negotiations on any proposed transaction through Broker. Recipient agrees not to take any actions that could interfere with or hinder the collection of Broker’s fees in connection with this transaction. Recipient irrevocably appoints Broker to hold all Recipient deposits presented as part of an offer to purchase the Business. Recipient represents that Recipient has sufficient financial resources to complete the transaction for the asking price and terms. Recipient agrees to provide, upon request by Broker or Seller, financial statements, credit reports, references, and other pertinent information evidencing such financial sufficiency.

The Recipient agrees to indemnify and hold harmless the Broker, any Co-Broker, and Seller, including their respective agents, representatives, and employees from and against any and all claims, liabilities, actions, causes of action, and damages, arising from or relating to any injury or loss attributed to actions, omissions, wrongful conduct or other breach of this Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney’s fees and expenses incurred by the Broker and/or Seller in connection therewith. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any part of this Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

Recipient acknowledges and agrees that the Seller and its representatives may conduct the process that may or may not result in a sale of the Business or any other transaction in such manner as the Seller, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to Recipient), and the Seller may, in its sole discretion, change, terminate or suspend such process at any time prior to signing a definitive agreement(s), without liability to Recipient. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by Recipient, its affiliates or representatives and that Seller shall be entitled to, in addition to any other remedies, specific performance and injunctive relief as remedies for any such breach without the necessity of posting bond. The Seller reserves the right to assign its rights, powers and privileges under this Agreement.

**[Signature Page Follows]**

**BayState Business Brokers**

One-Step Confidentiality and Warranty Agreement

Return via Fax: 617-562-5701 or Email: [admin@baystatebusinessbrokers.com](mailto:admin@baystatebusinessbrokers.com)

**Agreement for this business only: #1720 – Large E-Commerce Seller of Sportswear for Outdoor Sports & Activities**

**Be sure to fill in this form completely. Edited or incomplete forms will cause a delay in processing.**

Cash available for a down payment on a loan to buy the business: \$ \_\_\_\_\_ Net Worth: \$ \_\_\_\_\_ Credit Score \_\_\_\_\_

Any disqualification for financing? \_\_\_\_\_ Current Job: \_\_\_\_\_

Related experience for this business: \_\_\_\_\_

Others involved in decision: \_\_\_\_\_ When do you want to own? \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

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