

Confidentiality Agreement

In consideration of PUTNAM RING GROUP, (“Broker”), providing to the undersigned with certain confidential and proprietary information for Confidential Business Review number _____ being offered for sale (“Business”), Prospective Purchaser (Purchaser) hereby agrees and acknowledges the following:

1. That all information provided to Purchaser by Broker or Seller will be deemed confidential, and Purchaser agrees not to disclose any such information to any other person, except to secure the advice and recommendations of Purchaser’s advisors. Any information obtained by Purchaser shall not be used to the detriment of the business. The Seller is hereby designated as a third party beneficiary to this Agreement.
2. Purchaser will not contact the Seller, his employees, suppliers or customers except through Broker, which Purchaser acknowledges is the agency first providing such information to Purchaser. All correspondence, inquiries, offers to purchase, negotiations, and closings relating to the purchase of any business presented to Purchaser by Broker will be conducted exclusively through Broker.
3. Purchaser acknowledges that Broker has informed Purchaser that they are working with Purchaser as a:
____ Seller’s Agent ____ Buyer’s Agent ____ Dual Agent
4. Broker is not an agent for Purchaser, but is an agent for the Seller, and has an agreement providing for a fee to be paid to Broker by the Seller upon the sale or other disposition of the Seller’s business or property. Purchaser agrees not to circumvent or interfere with the Seller in any way. Even though Broker may assist Purchaser in locating a business, and in the business buying process, such action will not convert the Broker into an agent for Purchaser.
5. Purchaser understands that the information furnished to Purchaser by the Broker has been prepared by or is based upon representations of the Seller and Broker has not made any independent investigations or verifications of said information. Purchaser understands that this information may not be complete or may not provide Purchaser with all the information that is necessary to accurately evaluate the condition of the subject business Purchaser is interested in purchasing. Purchaser expressly releases and holds harmless Broker, its agents, and/or employees against any action, claims, demands, or damages against the Broker by reason of inaccuracy or incompleteness of any information provided to Purchaser with respect to any business Purchaser might purchase.
6. In the event Purchaser elects not to purchase the Business or any business disclosed to Purchaser by Broker, Purchaser will promptly notify Broker and immediately return all information provided to Purchaser.
7. The performance and construction of this Agreement shall be in the State of Indiana and shall be governed by the laws of the state of Indiana. This Agreement shall be binding upon Purchaser, Purchaser’s heirs, executors, successors, assigns, administrators or representatives.

Signature _____ Print Purchaser’s Name _____ Date _____

Address _____ City _____ State _____ Zip _____

Phone (home) _____ (work) _____ (fax) _____ (cell) _____

Purchaser’s Email address _____

Putnam Ring Group Representative:

Name _____

Address _____

Phone _____ Cell _____ FAX _____

e-mail address _____