

**Non-Disclosure and Commission Agreement Between  
Business Broker and Prospective Buyer**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between  
\_\_\_\_\_  
(referred to herein as *ABusiness Broker*”) and  
\_\_\_\_\_  
(referred to herein as *“Buyer”*).

Whereas, said *Business Broker* has agreed to represent  
\_\_\_\_\_ in the possible purchase of  
\_\_\_\_\_  
(type of  
*business, e.g., an investment advisory practice*) in the general geographical area of  
\_\_\_\_\_.

Now, therefore, Buyer(s) agrees to pay *Business Broker* a retainer fee of  
\$ \_\_\_\_\_ as compensation for initial professional counseling, consultation, and research, Said  
fee is non-refundable, but shall be credited against the *Business Broker’s* Fee. In consideration of this  
agreement to endeavor to procure a business for Buyer, Buyer hereby engages *Business Broker* as his  
exclusive intermediary for a term of *one year* from this date. After the expiration date of this agreement,  
*Business Broker-s* authority shall continue for those negotiations pending at time of such expiration, or  
with any business that has been presented to Buyer by the *Business Broker*.

Buyer will pay a commission in cash a certain percentage of the Sale Price of said business or  
related business. Such percentage to be on a scale as follows:

- \$ From \$10,000 to \$300,000 \_\_\_\_\_%
- \$ From \$300,000 to \$600,000 \_\_\_\_\_%
- \$ From \$600,000 to \$1,000,000 \_\_\_\_\_%
- \$ From \$1,000,000 to \$5,000,000 \_\_\_\_\_%
- \$ From \$5,000,000 and higher \_\_\_\_\_%

But in no event will the commission be less then \$ \_\_\_\_\_ of the purchase price of any  
business that has been presented and purchased. Commission shall be due and payable at  
settlement to *Business Broker*.

Buyer also agrees that he will not discuss or disclose to any third party that the described  
Business may be for sale. Buyer further agrees not to disclose any facts learned about the business to  
third parties except to his attorney, accountant, banker or other professionals giving an opinion on said  
business.

In the event of a breach of agreement to purchase the business herein on part of the Buyer or  
Seller, resulting in the forfeiture of moneys paid as liquidated damages, the *Business Broker* is hereby

authorized to retain one-half of amount so forfeited, not exceeding however, the amount of commission due the **Business Broker**.

The Buyer agrees to indemnify the **Business Broker** from any damages occurring to the Seller or Buyer as a result of any act in opposition to the intent of this agreement. **Business Broker** has not verified any of the information supplied to it regarding the sale and purchase of said business and is not responsible for accuracy or omission of same.

This Agreement shall be binding upon the undersigned Buyers, administrators and assigns. The undersigned have carefully read and considered the within agreement and hereby acknowledge receipt of a copy of the agreement.

WITNESS our signatures, the day and date first above named.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUSINESS BROKER

SAMPLE