

BUYER CONFIDENTIALITY AGREEMENT & PROFILE

All of the following information must be supplied in order to receive confidential information about businesses offered for sale. If the buyer is to be a business rather than an individual, please fill in all applicable information and provide additional background on the business you represent. Please write legibly.

Your Name: _____ Date: _____

Company Name (If applicable): _____

Address: _____
Street City State Zip

Hm. Phone(_____) Cell(_____) Fax(_____) _____

E-mail: _____ Web site: _____

Are you currently employed? _____ What do you do? _____

Briefly describe your educational background and work experience? _____

Do you now hold, or have you held, any licenses or permits such as real estate, nursing, medicine, law, contractor, accounting, etc.? Please list _____

What type(s) of businesses are you interested in? _____

What area(s) geographically will you consider? _____

How long have you been looking for a business? _____

Have you ever owned a business before? _____ What type: _____

Have you made any other offers on businesses? If so what type? _____

What is the earliest you would be ready to close a purchase if you found the right opportunity? _____

What is the least annual income you need per year to support your family? \$ _____

How much are you prepared to invest for a down payment on a business? \$ _____

Where will the purchase money come from (Cash, CDs, Stock, Other.)? _____

Will you require financing? _____ Have you contacted any lenders regarding financing? _____

What is your approximate net worth? _____ Credit Score? _____

Where did you hear about our firm? Referral from _____ /News ad/Web site/Other _____

Are you currently working with any other broker(s)? _____ If so Who? _____

Other information about yourself and your interests: _____

All information you supply in this report is solely for the purpose of determining your interests and qualifications to purchase a business. This information will be kept confidential and will never be used for any other purpose or shared with anyone outside our office other than possibly the owner of a business you inquire about. Please understand we will not release confidential information about a business to any potential buyer who is not willing to share information about themselves. The better the information you supply, the better we can help you find a suitable business. Thank you for your cooperation.

Arizona Sunbelt Business Advisors

This is intended to be a legally binding agreement. Read it carefully before signing.

Arizona Sunbelt Business Advisors (hereinafter “Broker”) is engaged by clients (hereinafter “Sellers”) to market and arrange the sale of their business (hereinafter “Business” or “Businesses”). Broker is in possession of confidential information provided by Sellers. The undersigned party (hereinafter “Buyer”) acknowledges the desire to receive from Broker such confidential information about Businesses for sale for the sole purpose of evaluating the possible purchase of a business and/or real property offered for sale. In consideration of good and valuable service provided by Broker and useful and valuable information provided in good faith by Sellers, Buyer agrees as follows:

Buyer Shall Keep All Information Confidential. Buyer acknowledges that information disclosed by Broker or Sellers regarding Businesses for sale is highly sensitive, privileged and confidential (hereinafter “Confidential Information”). Buyer understands that Confidential Information includes but is not limited to; the fact that a Business is for sale; financial performance data; operational details; proprietary product or service information, the identity of suppliers, customers, employees and landlords; and any other disclosed information not generally known to the public. Any Confidential Information disclosed to others by Buyer may be damaging to the Businesses and Sellers. Buyer agrees not to disclose Confidential Information to anyone other than Buyer’s close professional advisors and affiliates who shall also be bound by the same confidentiality. Buyer agrees not to make copies of Confidential Information without prior consent of the Broker or Seller and that all Confidential Information must be returned to Broker or destroyed in the event that Buyer decides not to pursue the purchase of the Business.

Buyer Shall Direct All Contact Through Broker. Neither Buyer nor Buyer’s agents will contact the Sellers directly or the Seller’s landlords, property managers, employees, suppliers, or customers except through Broker or with Brokers prior written consent. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of a Business presented by Broker must be conducted exclusively through Broker.

Buyer Shall Use Information For Evaluation Purposes Only. Buyer acknowledges and confirms that his/her intent is solely to evaluate Businesses for a possible purchase and not for purposes of gaining information to compete with a Business or to disclose information to competitors of a Business, the IRS, or any other state or federal government taxing or licensing authority. Buyer agrees not to use any of the Confidential Information for personal financial gain.

Buyer Shall Not Circumvent Sellers and/or Broker. Buyer and/or its agents will not circumvent Sellers and/or Broker by contacting customers, employees, vendors or landlords of disclosed Businesses or by obtaining property leases, or any other sensitive information about Businesses using knowledge gained through Broker or Seller. Buyer and/or its agents will not circumvent Broker nor interfere with Sellers contractual obligations to Broker by entering into a transaction with Sellers which would reasonably be construed as a sale or transfer of interest, in whole or in part, in a business represented by Broker.

IMPORTANT DISCLOSURES

AGENCY AGREEMENT Broker is The Seller’s Agent. Broker represents the Sellers of Businesses listed for sale and will receive compensation from the Seller upon a successful sale, trade, lease, or transfer of the Seller’s Business or property.

All Information Is Supplied By The Seller. All information about the Businesses is provided by the Sellers and has not been verified by Broker. Sellers are the source of all representations made about their Businesses. Verification of supplied information is the Buyer’s responsibility.

Business Ownership Involves Certain Risks. Buyer understands that purchasing any business represents an investment risk. Buyer will not rely solely on the unverified information provided by Broker. Broker can not and does not verify the accuracy of said information and makes no warranty or guarantee, expressed or implied, as to the accuracy of such information or the future prospects of any Business.

Buyer Should Obtain Professional Counsel. Buyer should obtain professional assistance from independent accounting, legal, and financial advisors prior to consummating an agreement to purchase any business opportunity or real property investment.

I the undersigned Buyer, understand and agree that this agreement is legally binding upon me and all my agents and advisors involved in the analysis and evaluation of disclosed Confidential Information. I understand and agree that the Sellers and/or the Broker have the right to seek any and all lawful remedies to enforce the terms of this Agreement. By signing this Agreement, I acknowledge that I have read and fully understand the terms, conditions and disclosures contained herein. Receipt of a copy of this Agreement is hereby acknowledged.

X _____
Buyer Signature Date

Print Name

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