

CONFIDENTIALITY AGREEMENT

This BROKER / PURCHASER AGREEMENT is entered into between **Sunbelt of San Diego Coast** (hereafter "BROKER") and the undersigned prospective purchaser (hereafter "PURCHASER") of a business offered for sale through BROKER. "SELLER" shall refer to any business entity being offered for sale, as well as the principals of such entity. BROKER and PURCHASER agree as follows:

1. In consideration of Broker introducing to PURCHASER business opportunities for sale, PURCHASER agrees not to contact SELLER, or any entity or person having a business relationship with SELLER—including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients, customers, etc.—except through Broker with Broker's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through BROKER will be conducted exclusively through BROKER. **BUSINESS IDENTITY:**

2. PURCHASER further agrees not to circumvent or interfere with Brokers contract with SELLER in any way. PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER SHALL BE LIABLE TO BROKER FOR PAYMENT OF COMMISSIONS DUE FROM SELLER IN THE EVENT OF SUCH INTERFERENCE. PURCHASER further understands and agrees that should PURCHASER become a manager or otherwise connected with any of the businesses shown or offered to PURCHASER for sale, or should PURCHASER buy, trade, lease or exchange any of the businesses disclosed to PURCHASER, then a full commission will be due to BROKER.

3. PURCHASER understands that all information regarding any business offered for sale is provided by the SELLER, or other sources identified by SELLER, and is not verified in any way by BROKER. BROKER has no knowledge of the accuracy of ANY information provided to PURCHASER and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. PURCHASER shall be responsible to make an independent verification of said information prior to entering into an agreement to purchase any business. PURCHASER further understands and agrees that BROKER shall NOT be responsible for the failure to disclose material information related to the purchase of any business which information is unknown to BROKER. PURCHASER agrees to indemnify and hold BROKER and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to them with respect to any business they might purchase. In the event of any judgment, award, or arbitration decision, the maximum liability of BROKER and its agents shall be limited to the amount of commission actually received. Purchaser understands that some financial institutions may pay a minimum referral fee to Sunbelt of San Diego Coast for referring potential clients.

4. PURCHASER understands and agrees that BROKER is acting as a DUAL AGENT, representing both the PURCHASER and SELLER and has a contract with SELLER providing for a fee to be paid upon sale, trade, lease or transfer of SELLER'S business or property.

5. It is understood and agreed that any and all information provided to PURCHASER regarding any business is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to the business and/or its principals. Purchaser agrees that the agreement covers a period of 24 months from date signed below regarding any direct or indirect interaction with Seller and all provisions herein are covered and protected to the rights of the Broker herein.

6. It is further understood and agreed that any information obtained at any time pursuant to investigation and consideration of the purchase of the business shall be kept in strict confidence, and not be disclosed to any other person—except to professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising PURCHASER. In the event of such disclosure, it is agreed that PURCHASER will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that that this non-disclosure provision is intended for the benefit of SELLER, who is a third party beneficiary to this Agreement. As such, SELLER may bring an action at law to enforce its terms or to recover damages for breach of this provision.

7. In the event PURCHASER for whatever reason does not purchase the business, PURCHASER agrees to immediately return to Broker any and all materials, financials and books, records, etc. so related to SELLER's Business without retaining any copies, at Purchasers expense.

PURCHASER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK AND BROKER DOES NOT GUARANTEE FUTURE SUCCESS OR PROFITABILITY. PURCHASER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. SUNBELT OF SAN DIEGO COAST DOES ADVISE PURCHASER TO SEEK INDEPENDENT PROFESSIONAL ADVICE PRIOR TO MAKING A FINAL PURCHASE.

PERSONAL GUARANTY

IF PURCHASER IS A BUSINESS ENTITY (e.g. Corporation, LLC, LLP, LP, etc.), the undersigned officer or agent acknowledges that he/she has full authority to enter into this Agreement, and further agrees to be personally bound by the terms and conditions stated herein, including but not limited to personal liability for commissions that may be due and payable pursuant to paragraph two (2) above, or damages resulting from disclosure of confidential information as provided in paragraph six (6).

DATED: _____

DATED: _____



BUYER PROFILE

When selling a business, business owners are asked to reveal much information that is confidential and sensitive. Therefore, they have asked us to screen potential Purchasers to determine if they have the financial and managerial capabilities to complete the purchase of their business. Sellers are not shown this profile. We will only use this document to determine which businesses fit your criteria. Please fill out this brief profile sheet and fax it back to us at 760 683-6200 fax. Until we receive these two pages with the Buyer Profile and Non Disclosure Agreement **completed in their entirety**, we are unable to provide specific information regarding businesses we have available. Thank you for your compliance.

NAME: _____ ADDRESS: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Fax Number: _____ E-Mail: _____

How did you first hear about us? (Please be specific) _____

Do you currently own a business? _____ Have you ever owned a business? _____ If you own a business, do you need to sell it before your purchase another business? _____

Are you currently working? _____ What type of work do you currently do? _____

What is the most important aspect of a business: freedom, cash flow, security, price, (circle only one)

How long have you been looking for a business? _____ How soon could you start? _____

Are you planning to work in the business you purchase? _____ How many hours per week? _____

What is the MINIMUM amount of INCOME the business needs to make INCLUDING your salary? _____ (Annual Income)

What is the total amount of liquid funds you currently have prior to a loan, that you would use for a down payment? _\$_____ (Specific Dollar Amount)

What particular businesses have you seen that interested you: _____

Purchasers Approx. Net Worth \$ _____, Assets minus Liabilities, (needs to be filled in)

Sunbelt of San Diego Coast, H. JANKE, CBI, AMAA, 27 years of business transfers

Serving: San Diego, Orange Co. and Southern Calif. **858 550-9007 or 760 612-7018**