

BUYER INTERVIEW FORM

Name of the Buyer

Daytime phone

Email

*Are you currently employed? If so what industry and position?

*Please give a brief description of your responsibilities.

*What are your current interests/hobbies?

*Place a check mark beside each business category that interests you:

- Manufacturing
- Distribution
- Computer/Technology/Sciences
- New or existing successful franchises
- Any business which receives cash payments
- Any business that can be relocated
- Retail
- Service: Postal, Printing/Copy Center, Tax Prep
- Restaurant/Fast Food/Food Trucks
- Gas Stations/Convenient Stores/Car Wash
- Dry Cleaning
- Home Based Business

*What is your current income? _____

*My net worth:

- less than <\$100,000
- greater than > \$100,0000
- \$500,0000
- \$1M+

***Required**

BUSINESS EXPERIENCE

*Please explain your income expectations of owning your business. Do you plan to be a full-time owner operator?

Other than your professional advisors (accountant, attorney, etc.), who will be reviewing the information furnished under the confidentiality agreement, and who will decide to buy the business, please identify name and role?

Role	First and Last Name

FINANCIAL INFORMATION

*Have you acquired a business before or owned one?

Name of the business.

*Have you filed bankruptcy before?

*Had a foreclosure? Judgment file against you?

*Describe your source of funds?

*How much cash down payment will you have?

*How will you finance this acquisition?

*Will you require financing?

Do you know your credit score? If so, what is it?

*Will you provide a Personal Financial Statement for the Seller to assess your strength as a buyer, prior to meeting the Seller and visiting the business site? YES _____ NO _____

By signing my signature below, I, as the potential buyer do hereby attest all of the above information is true and accurate.

*Print Name

*Signature

Date



Confidentiality & Non-Solicitation Agreement

Before a Seller or a Buyer enters into a discussion with a business broker or a broker's salesperson/agent, the Seller or Buyer should understand what type of agency relationship or representation they have with the broker in the transaction. The Seller or the Buyer should carefully read all agreements to insure that the agreements adequately express their understanding of the transaction. The duties of the broker in a business transfer, with or without the inclusion of real property, do not relieve a Seller or a Buyer from the responsibility to protect their own interest.

The undersigned prospective purchaser ("Buyer") hereby requests receipt of confidential information, currently and from this time forth, businesses represented by Hui Brokers, LLC dba Oceanside Business Brokerage ("OBB"). Buyer hereby acknowledges that OBB will have been first to provide such information to Buyer. In consideration of OBB providing such information, the Buyer hereby accepts, acknowledges and agrees:

1. Any and all information OBB provides about a business was provided to OBB by the business owner, and OBB makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other advice Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including, especially, its availability for acquisition, shall be treated as strictly confidential and proprietary. Buyer shall not directly or indirectly disclose, without OBB's prior written consent, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information and shall obtain the agreement of such third parties to maintain such confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify OBB of this fact and shall promptly return all documentation, including, without limitation, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and OBB and could result in legal recourse against the Buyer. Buyer shall indemnify, defend and hold OBB harmless from and against any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by OBB has entered into an agreement providing that Seller shall pay a fee to OBB if, during the term of that agreement or within twenty-four (24) months thereafter, the business is directly or indirectly transferred to a Buyer introduced by OBB. Should Buyer, a member of Buyer's family, or anyone with whom Buyer is directly or indirectly affiliated and who became aware of such business through the buyer, acquire any interest in, or become affiliated in any capacity with such a business, Buyer shall protect and indemnify OBB's right to a fee from Seller. Buyer agrees that any transaction will be closed through a licensed independent escrow company.
4. Buyer shall conduct all inquiries into any business about which OBB provides information and discussions with its owner(s) and/or management solely through OBB, and shall not directly or indirectly contact the owner, employees or other representatives of the business except by prior written consent from OBB. Buyer agrees that she/he will not, directly or indirectly solicit, divert, or appropriate, or attempt to solicit, divert or appropriate to any competing business any customers of Business, for the purpose of providing products or services that are competitive with the business.
5. If Buyer breaches the terms of this Agreement or in any way interferes with OBB's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees and litigation costs. All parties to the Agreement shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. The mediation shall be held prior to commencement of any court action. The mediation shall be confidential and held in accordance with all applicable Hawaii laws. In the event the parties are unable to agree on a mediator within thirty (30) days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which venue would lie for the filing of a complaint for relief in such dispute shall have jurisdiction to appoint a mediator. Should any party commence litigation before mediation, that party shall forfeit its right to claim attorney's fees or litigation costs that might otherwise be available to it in litigation, and the party who is determined by the judge to have resisted mediation may be sanctioned by the judge. Mediation fees, if any, shall be divided equally by the parties to the dispute.
6. This agreement contains the sole and entire agreement between the parties regarding its subject matter. The parties acknowledge and agree that neither party has made any representations or promises with respect to the terms and conditions of this agreement or any representations or promises inducing the execution and delivery hereof, except such representations and promises which are expressly stated herein. Each party acknowledges its reliance on its own judgment in entering into this agreement and having the opportunity to have the agreement reviewed by others, including legal counsel. The parties further acknowledge that any statements or representations previously made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their dealings with the other. Any amendment or modification to this agreement shall be valid only if the parties have duly executed such

modification, in writing, and it has been signed by the party against whom enforcement may be sought. Further, this Agreement is nonnegotiable; no evidence of any modification, amendment or waiver shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless the same is in writing and has been duly executed by OBB's managing Broker.

7. Buyer Acknowledges receiving a duly executed copy of this Agreement.

8. This Confidentiality/Non-Disclosure Agreement shall also cover any future businesses the Broker introduces to the Buyer.

9. The undersigned signer executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

*Name (print)

Date

Cell Telephone

*Signature

*Business Telephone

*Residence Street Address

*Residence City, State and Zip

Residence Telephone