

BUYER CONFIDENTIAL NON-DISCLOSURE AGREEMENT BROKER DISCLOSURE

Our agreement with the Seller requires that we obtain a Non-Disclosure and evidence of financial ability before disclosing the name and location of his/her business. This information will be kept confidential.

In consideration of the broker, <u>VR Business Brokers of Dallas, TX ("Broker")</u> providing the information on businesses for sale, I/we understand and agree:

- 1. (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.
 - (b) Not to disclose, for a period of two years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.
 - (c) Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.
 - (d) Not to circumvent or interfere with Broker's contract with the Seller in any way, I/we understand that if I/we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller's fee. We understand that should I/we buy, trade, lease or exchange any of the businesses disclosed to me/us, then a fee will be due to Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.
- 2. That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information prior to entering into an agreement to purchase any business. I/we agree that Broker is not responsible for the accuracy of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.
- That should I/we enter into an agreement to purchase a business, I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or the companies I/we represent.
- 4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract that provides for a fee to be paid to Broker by Seller upon sale, trade, lease, or transfer of Seller's business or property.
- 5. I/we acknowledge that we will receive confidential information about the Seller's business, operations, customers, and employees and agree not to solicit or knowingly contact Seller's employees or customers about this transaction except through Broker or Seller for a period of two years from the date herein. In the event Buyer for whatever reason does not





purchase the business, Buyer agrees to immediately return to Broker, or destroy any and all materials related to Seller without retaining any copies.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

Signature	Date	Broker Signature	
Print Name		Print Name	
		17120 Dallas Parkway, S	Suite 240
Street Address		Street Address	
		Dallas, TX 75248	
City, State, Zip		City, State, Zip	
Signature	Date	Agent for VR Broker	Date
Print Name			
Street Address			
City, State, Zip		_	



BUYER CONFIDENTIAL FINANCIAL STATEMENT

Name:	Pnone:			
Address:				
Work Experience:				
Do you plan to be the full time operator of the business?				
What time frame are you considering to open your own business?				
How much capital do you have available to invest?				
Assets				
Cash on Hand and in Banks	\$			
U.S. Government Securities	\$			
Accounts, Loans and Notes Receivable	\$			
Value of Businesses Owned	\$			
Other Stocks and Bonds	\$			
Real Estate	\$			
Other Assets that are liquidable	\$			
Retirement Accounts	\$			
Total Assets	\$			
Liabilities and Net Worth				
Notes Payable	\$			
Liens on Real Estate	\$			
Credit card debt	\$			
Other Liabilities (Itemized)	\$			
Total Liabilities	\$			
Net Worth (Total Assets – Total liabilities)	\$			

All information provided above will be kept confidential for this office use only, and is only used to assist in determining the viability of the candidate requesting information for this particular listing. This is an obligation we have to all sellers before releasing confidential information about their business.