



BUYER INFORMATION & NON-DISCLOSURE AGREEMENT

READ FIRST: When selling a business, owners are asked to reveal much financial information that is confidential and sensitive in nature. Therefore, to protect the business & business owner we must receive our Buyer Information and Non-Disclosure Forms completed in their entirety, before we are able to give out specific information regarding the businesses or its location. Thank you for your inquiry and understanding.

I. About Non-Disclosure Statements:

Great harm can come to the Seller of a business if confidentiality is breached. It is absolutely necessary that the Owner's intent to sell be held in strict confidence in order to insure the business maintains its full operating potential. A leak can result in adverse consequences materially impacting the momentum of a company such as:

- Disruption of employees, loss of productivity.
Employees may move to a competitor or a competitor could steal key employees away; no one likes to lose a key employee with time and money invested in training.
Customers may switch to competitors.
Suppliers might tighten lines of credit or use the pending sale as justification to open up competition down the street.
When one person discovers the business is for sale, it is only a matter of time before others learn of it.
Bankers may call notes due or fail to renew business and/or personal lines of credit.

II. Buyer Information:

Name: Address:

City: State: Zip:

Primary Phone: Cell: E-Mail:

Employed: Y N How Long? Would like to purchase a business by:

Have you owned any businesses before? Y N What Kind?

How long have you been looking for a Business? 1-3 mo 6mo 1 yr Over a year.

Minimum Amount You Need to Make from Business Annually \$

Cash Set Aside for a Down Pmt \$ Availability of Down Pmt Now or

Who else will work in the business or participate in the purchase? Spouse Relative Partner

If you like the financial summary, how soon can you come to look at a business? Now 1-3 mo 6mo+

Do you need us to help you obtain financing? SBA USDA Conventional Bank Partial Owner Financing

Do you have any Degrees or Special Training Certifications?

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.

Business ID # or Description: _____

In consideration of the Consultant, American Business Connections, LLC (“Consultant”) providing the information on businesses for sale, I/we understand and agree:

(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) I/We agree to retain in confidence and to require my professional representatives, agents and family members to retain in confidence, for a period of two (2) years from the date I/we sign this Non-Disclosure Agreement, any information provided to me by Consultant, with respect to any business represented for sale or other purposes. Such “Confidential Information” as used in this Agreement shall include financial statements, cost and expense data, production data, trade secrets, secret processes and formulae, plants and other properties, technology, photographs, marketing and customer data, sources of goods and materials, **or the fact that the business is for sale.**

(c) I/We agree that all communication with the business owner(s) shall be conducted through Consultant. Specifically, I/We agree not to make any direct contact to any employees, clients, suppliers, sales representatives, competitors, partners, members, stockholders, officers, directors, customers, lessees, or landlord(s) without written consent of the Owner or Consultant. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Consultant shall be conducted exclusively through Consultant, which I acknowledge is the agency first providing such information to me.

(d) I/We understand and agree that Consultant has a contract with the Seller for payment of its fees/commission and agree not to circumvent or interfere with Consultant’s contract with the Seller in any way. I/we understand that if I/we interfere with Consultant’s contract right to its fee from Seller, I/we may be personally liable to Consultant for payment of the Seller’s fee. I/We understand that should I/we become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale, or should I/we buy, trade, lease or exchange any of the businesses disclosed to me/us, then a fee will be due to Consultant. I/we understand that if I/we make the purchase through Consultant, I/we will not be liable for the fee to be paid by Seller to Consultant.

I/We understand that all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Consultant; that Consultant has no knowledge of the accuracy of said information and Consultant 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 Consultant 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 Consultant 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. I/We am/are apprised that Consultant is not a NASD registered Broker/Dealer and offers no securities for sale.

That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or the companies I/we represent.

That Consultant is not an agent for me/us, but is an agent for the Seller, works solely on behalf of the Seller, will negotiate for and act as an advocate for the Seller and has a contract providing for a fee to be paid to Consultant by Seller upon sale, trade, lease or transfer of Seller’s business or property.

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

Printed Name

Date

FAX TO: VR® Mergers & Acquisitions 866-909-5369

“VR Has Sold More Businesses In The World Than Anyone.”®**