



NON DISCLOSURE AGREEMENT

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, Citizens Business Group Inc. ("Broker") 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 three 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 hired professionals (accountants or attorneys). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided. **The undersigned understands that we monitor the use and transmission of all 'pictures and other electronic data' and that these media are not to be forwarded to any party without the expressed written consent of the Broker. If we notice it has been forwarded without approval, the Broker will take immediate legal action for each event.** I/We agree 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 for one (1) year following the date of this agreement or we may be liable for the commission due to the broker.

(c). 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 will be personally liable to Broker for payment of the Seller's for **100% of the contracted commission plus legal costs.** 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 full commission will be paid to the Broker directly by the buyer. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee as it is paid by Seller. Further, if the buyer purchases any business that the broker presented to the buyer within (1) year following the date of this agreement, then the buyer will be responsible for 100% of the listing agreement commission, if the listing agreement with the seller has expired.

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, the buyer shall make an independent verification of said information prior to entering into an agreement to purchase any business. I/we agree that the 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.

3. That should I/we enter into an agreement to purchase a business, I/we will provide actual financial statements to verify funds 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.

4. That Broker is not an agent for the buyer, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property. Also, I/we understand that the Broker has advised me to seek professional tax and legal advice before entering into a contract to purchase any business he represents **as the Broker cannot and does not give legal or tax advice.**

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. I/we also attest that the name provided below is my own and that if it is determined otherwise, again legal action will be taken. By **signing below you certify that you are who you say you are and misrepresentation of your name of occupation can also result in legal action.**

Signature Date

Signature Date

Name (Please Print)

Name (Please Print)

Residence# Office#

Residence# Office#

Please fax this document back to 888-714-8722

VR Mergers & Acquisitions - Sacramento

CONFIDENTIAL BUYER PROFILE

Please complete and fax to (888) 714-8722. For Questions Office Number : 916-480-1200

Date _____ How did you hear about us? _____

Contact Information:

Buyer Name _____ Spouse/Partner _____

Buyer Address _____ (City) _____ (State/Zip) _____

Wk Phone _____ Hm Phone _____ Cell Phone _____

Email (Please write clearly) _____ Fax _____

Background Information:

Exactly what business(s) are you calling on? _____

(Important) What do you do now? _____

Are you a Business Broker or Real Estate Agent? Yes No

Types of businesses you have owned? _____

Please give a summary of your background.

What is motivating you to buy? _____

When do you want to take possession of a business? _____

What types of businesses would you consider owning? _____

How many months have you been looking? _____ What have you looked at? _____

Overall, what is your level of commitment in closing within 1-2 months on a business that you like?

Very committed _____ Somewhat committed _____ Less committed _____

Financial Information: (Please be thorough. This will help determine the size of businesses shown)

What is your approx. Net Worth (assets minus liabilities) ? \$ _____

How much capital can you come up with in the next 30 days without having to borrow from other sources? In other words, what is the maximum amount you can get liquid from your net worth within 30 days if you wanted to? \$ _____

How much capital have you set aside for a down payment? \$ _____

How much capital will you have for working expenses? \$ _____

Sources of Capital? Cash (bank, Home, CD, IRA, money market) \$ _____

Minimum Annual income needs first year? _____ Second year? _____

Who, other than yourself, will be involved in the purchase decision and/or operation? _____

How much time will you have to operate the business? (full time, part time, absentee) _____

When we find a business that suits you, how many weeks before you can take possession? _____