

Dear Prospective Purchaser,

We appreciate your interest in the opportunity that is being offered through our company. As listing Brokers, our Marketing Agreement with the seller states that we will only expose the detailed and discreet information about their businesses to potential buyers who have been pre-qualified. Information we would receive from you is not shared with the seller because we are TRANSACTION BROKERS, *we are not working as "Seller's Agents"* as the majority of licensed and unlicensed business brokers designate their agency with you as a buyer. As TRANSACTION BROKERS, it is our responsibility to treat all parties fairly and honestly but not to put either party at a disadvantage in the transaction. If we were dealing with you as a Seller's Agent *we would be bound to disclose this information to the Seller* and we would feel the same apprehension in releasing this information.

What does being a "Qualified Buyer" mean? Qualified means that you have the ability to purchase the business outright for cash or you have enough of a down payment and a sufficient net worth in order to qualify for a loan. We would ask that you put yourself in the place of the seller and consider if you would be comfortable providing financial information about your business to just anyone that is willing to sign a nondisclosure but that really has no capability of purchasing the business? We are not implying that this is your situation as we are not treating you any different from any other buyer. We have dealt with buyers that have \$50,000 to \$50 million and they have all provided financial information as to their ability to purchase or they have provided us with banker contact information that can confirm their purchasing ability. We hope the foregoing helps you understand why we have this policy. Thank you in advance for your understanding.

***NATIONAL BUSINESS BROKERS & CONSULTANTS***



National Business  
Brokers & Consultants

3060 N. ACADEMY BOULEVARD, SUITE 200, COLORADO SPRINGS, CO 80917-5310

(719) 635-8133 • FAX (719) 635-8433

### Non-Disclosure Agreement

I, \_\_\_\_\_ as a principal and/ or employee/ officer/ direct authorized agent of \_\_\_\_\_ hereby acknowledge that the identity of Sellers and confidential information of Sellers and their businesses, including but not limited to, records, studies, and trade practices, trade secrets, and employee information will be disclosed to me by National Business Brokers, Ltd. These disclosures will be given in SECRECY AND CONFIDENCE and used for the sole purpose of assessing the prospective purchase of a business through National Business Brokers, Ltd. THE SELLER IS HEREBY DESIGNATED AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT.

I agree not to disclose any of the confidential information given in connection herewith, either directly or indirectly, to third parties except such limited third parties as is necessary to assess the prospective purchase of a business or to complete the same; provided that I shall ensure that all such third parties preserve all confidential information shared with them. I also agree not to use, or permit or assist others to use, directly or indirectly, any such information to the detriment of the business, and I agree not to circumvent National Business Brokers, Ltd., in any transaction. Further, I agree not to contact the Seller, his employees, suppliers and/or customers of the business directly, and to channel all correspondence, negotiations, inquiries, investigation, and purchase offers, if any, directly through National Business Brokers, Ltd., unless specifically authorized in writing to negotiate directly with the Sellers.

I acknowledge that any breach of this Non-Disclosure Agreement, directly or indirectly, shall be deemed irreparably harmful to National Business Brokers, Ltd., and Seller, and that all remedies at law or equity will be available to National Business Brokers, Ltd., and/or Seller for any such breach or threatened breach. I agree that this Non-Disclosure Agreement will be governed by the laws of the State of Colorado. In the event National Business Brokers, Ltd., and/or Seller must commence legal action to enforce the provisions of this agreement, I agree to pay all fees, expenses, and interest, at the maximum allowable by Colorado Law, including reasonable attorney fees, which National Business Brokers, Ltd., and/or Seller may incur. Any actions commenced to enforce or interpret this Agreement shall be brought in the State of Colorado.

It is understood that this Agreement applies to any information supplied by National Business Brokers, Ltd., and Seller verbally or in writing whether supplied prior to or after the date hereof.

This also acknowledges that the undersigned buyer(s) have been advised that National Business Brokers, Ltd. is acting as a Transaction Broker in the sale of this business.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Other Principal

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_  
Circle One: Home Office

Profile Number \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date Sent \_\_\_\_\_

(Office Use Only)

\_\_\_\_\_  
Broker

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES; IF YOU DO NOT UNDERSTAND THE LEGAL OBLIGATIONS YOU SHOULD CONTACT COUNSEL BEFORE SIGNING.

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKER.**

**BROKERAGE DISCLOSURE TO BUYER**

**DEFINITIONS OF WORKING RELATIONSHIPS**

(For purposes of this disclosure, buyer also means tenant "and seller also means 'landlord'.)

**Seller's Agent:** A seller's agent works solely on behalf of the seller and owes duties to the seller which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller. The agent must disclose to potential buyers or tenants all adverse material facts about the property actually known by the broker. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the client.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer and owes duties to the buyer which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer. The agent must disclose to potential sellers all adverse material facts concerning the buyer's financial ability to perform the terms of the transaction and whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the client.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction with communication, advice, negotiation, contracting and closing without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about adverse material facts concerning a property or a buyer's financial ability to perform the terms of a transaction and whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

**Client:** A client is a party to a real estate transaction with whom the broker has a brokerage relationship because such party has engaged or employed the broker as either an agent or a transaction-broker.

**OUR WORKING RELATIONSHIP**

Since we do not have a written agreement making me your buyer's agent, I am working with you as indicated below.

**CHECK ONE BOX ONLY:**

- **Customer: You are a Customer.** I am the listing broker and the Seller's Agent.
- **Customer for my Listings – Transaction-Brokerage for Other Properties:** When I am the listing broker, I am working with you as an agent for the seller and you are a Customer. When I am not the listing broker, I am working with you as a Transaction-Broker, and you are my Client.
- **Transaction-Brokerage Only:** I am working with you as a Transaction-Broker.

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer should contact local law enforcement officials regarding obtaining such information.

**THIS IS NOT A CONTRACT.** I have been given a copy of this Disclosure form on (date) \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

ON (DATE) \_\_\_\_\_ I PROVIDED \_\_\_\_\_ (BUYER) WITH A COPY OF THIS DISCLOSURE FORM AND HAVE KEPT A COPY FOR OUR RECORDS.

\_\_\_\_\_  
**National Business Brokers, Ltd.**

\_\_\_\_\_  
Broker



# CONFIDENTIAL PURCHASER PROFILE

Personal Information as of \_\_\_\_\_ 20 \_\_\_\_\_:

Name: \_\_\_\_\_ Phone # HM: \_\_\_\_\_ WK: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail address: \_\_\_\_\_

Present Occupation: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Reason for acquiring a business: \_\_\_\_\_

Have you ever owned a business before? \_\_\_\_\_ If so, type? \_\_\_\_\_

Desired date to take possession: \_\_\_\_\_

Preferred location: \_\_\_\_\_

Type of business preferred (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

How long have you been looking for a business? \_\_\_\_\_

Prior business experience and education: \_\_\_\_\_

\_\_\_\_\_

Will anyone else assist you in operating the business or help in the acquisition decision? \_\_\_\_\_, if so, what is their relationship? \_\_\_\_\_

How did you learn of our services? \_\_\_\_\_

Financial Summary (Please complete the Confidential Personal Financial Statement on the reverse side):

How much have you allocated for a down payment? Low: \_\_\_\_\_ Maximum: \_\_\_\_\_

How much have you allocated for working capital requirements? \_\_\_\_\_

Your present Net Worth: \$ \_\_\_\_\_

What is the source of your down payment? \_\_\_\_\_

Is your down payment available today? \_\_\_\_\_ If not, when? \_\_\_\_\_

What is your present salary? \_\_\_\_\_

What are your expected income needs? \_\_\_\_\_

Would you borrow against your home equity to purchase a business? \_\_\_\_\_

Bank references: \_\_\_\_\_

Additional information you feel would aid in determining the appropriate business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CONFIDENTIAL PERSONAL FINANCIAL STATEMENT

Name (s): \_\_\_\_\_

Please contact my banker for financial references:

Name: \_\_\_\_\_ Bank: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

**Assets:**

Cash on Hand and in banks	\$	
Publicly Traded securities	\$	
Accounts, Loans and Notes receivable	\$	
Cash Surrender Value of Life insurance	\$	
Value of businesses owned	\$	
Value of real estate owned	\$	
Automobiles – Number (     )	\$	
Household furnishings and personal effects	\$	
Other Assets (Itemize): _____	\$	
<b>Total Assets</b>	<b>\$</b>	

**Liabilities:**

Notes Payable	\$	
Liens on Real Estate	\$	
Other Liabilities (Itemize) : _____	\$	
<b>Total Liabilities</b>	<b>\$</b>	

**Net Worth (Total Assets minus Total Liabilities)** \$ \_\_\_\_\_

**Sources of Income:**

Annual Salary	\$	
Dividends and Interest Income	\$	
Bonuses and Commissions	\$	
Real Estate Income	\$	
Other Income (Itemize): _____	\$	
<b>Total Income</b>	<b>\$</b>	

The undersigned certifies that the information provided above is true and correct and authorizes National Business Brokers, Ltd., to contact my bank for financial reference (if the above box is checked).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker