



Sunbelt Business Brokers of Greater Chicago, Inc.
Phone (847) 526-9699 Fax (847) 526-9699

Confidentiality Agreement

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Sunbelt Business Brokers of Greater Chicago ("Sunbelt"). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

1. Any information Sunbelt provides about a business was obtained from the business owner, and Sunbelt 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 counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall only be used for the purpose of evaluating the potential acquisition of businesses represented by Sunbelt and shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, 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 confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Sunbelt of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure or other use of the information disclosed shall constitute a material breach of Buyer's duty to the seller and Sunbelt and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Sunbelt harmless from any liability resulting from such unauthorized disclosure.
3. Buyer agrees not to use, or assist others to use, any information Buyer is given in connection herewith for competitive trade purposes.
4. The Seller of each business about which a Buyer shall be given information by Sunbelt has entered into an agreement providing that Seller shall pay a fee to Sunbelt if, during the term of that agreement or within twelve months thereafter, the business is transferred to a Buyer introduced by Sunbelt. Should Buyer, Buyer's Family Member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect Sunbelt's right to a fee from the Seller.
5. Buyer shall conduct all inquiries into and discussion with any business about which Sunbelt provides information solely through Sunbelt, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with Sunbelt.
6. If Buyer breaches the terms of this Agreement or in any way interferes with Sunbelt's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
7. Buyer agrees that the information disclosed shall in not be used by the Buyer, Buyer's Family Member or anyone with whom Buyer is connected or associated, to compete with the Seller's business or in any manner that is deleterious to the Seller's business.
8. Sunbelt acts as an agent representing the Seller.
9. Buyer Acknowledges receiving a copy of this Agreement.
10. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

First Batch of Businesses in which Buyer is Interested:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Signature: _____ **Date:** _____

Name (print): _____ Business Telephone: _____

Company Name: _____ Cell Telephone: _____

Fax Number for Sending Confidential Info: _____

Street Address: _____

City, State & Zip Code: _____ E-Mail: _____

Residence Telephone: _____

Sunbelt's Agent: Douglas T. Walker



BUYER DISCLOSURE ACKNOWLEDGEMENT

Initial acknowledgement of prospective buyer: _____
(print name)

Agency Disclosure

The buyer acknowledges that Sunbelt is acting as agent of the seller and all fees due Sunbelt are, will be, the responsibility of the seller. Seller's agent is an agent who acts under a listing agreement with the seller and acts as the agent to the seller only. A seller's agent has affirmative obligations to the seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence and accounting in dealing with the seller. In addition, a seller's agent has affirmative obligations to the Buyer and Seller of honest dealing and disclosure. Initial: _____

Counsel Disclosure

Buyers are advised to seek counsel from an attorney, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through Sunbelt Business Brokers. Initial: _____

Information Disclosure

Buyer acknowledges that all information and material on each business opportunity provided by Sunbelt has been provided to Sunbelt by the seller of the business. The seller believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Sunbelt makes no representation or warranties, expressed or implied, regarding the information provided to Buyer. Initial: _____

Risk Disclosure

Business opportunities by their very nature carry risk. Some of these risks include obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, a buyer could incur a loss, including, but not limited to, their entire investment. Buyer acknowledges that they understand these risks and that Sunbelt Business Brokers cannot and does not in any way warrant or guarantee the future vitality or prospects of any business. Initial: _____

By signing below the prospective Buyers acknowledge that they have read and understood the four disclosures (Agency, Information, Counsel and Risk) stated above.

Prospective Buyer: _____ Date: _____
(signatures)

Address: _____



Sunbelt Business Brokers of Greater Chicago, Inc.
Phone (847) 526-9699 Fax (847) 526-9699

Broker: **Douglas T. Walker**

Buyer Profile For: _____
Print Name

WE PROVIDE EACH SELLER THE FOLLOWING CONFIDENTIAL FACTS ABOUT YOU PRIOR TO RELEASING ANY INFORMATION ABOUT THEIR BUSINESS.

BACKGROUND INFORMATION:

1. Are you currently employed? _____ If so in what industry and what position? _____
2. Please give a brief description of your responsibilities: _____

3. Please list the industries in which you've worked and the positions you've held since graduating from school: _____

4. What was your emphasis in college? _____ Post college major: _____
5. Place a check mark beside each business category that interests you:
 Manufacturing Any business that can be relocated Distribution Retail Dry Cleaning
 Computer/Hi technology/Sciences Services: Postal, copy centers, tax prep etc Absentee ownership
 Restaurant/Fast Food Turnaround situations Gas Stations/Mini Marts/Car Washes
 New or existing successful franchises Any business which receives cash payments
 Home Based Business
6. What is your current annual income? _____
7. What are your income expectations the first year of owning your own business? _____
8. What amount do you have for a down payment? _____
9. What is the source of funds for your down payment? _____
10. Select one: my net worth [all assets minus all debts] exceeds: \$100,000 \$500,000 \$1,000,000
11. Have you ever filed bankruptcy? _____ Had a foreclosure? _____ Had a judgment filed against you? _____
12. Is there any reason you might be declined a loan for a business acquisition? _____
13. Does your spouse work? _____ Full time? _____ Industry and position? _____
14. How far from your home are you willing to drive one way to the business you will buy? _____
15. Will anyone advise you in the review of business records and the decision to purchase any business? _____
16. What is your timeframe to purchase? Immediate! No hurry
17. If you reside outside Illinois and have inquired about an Illinois based business, what are your relocation plans and timeframe? _____

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile

Signature: _____ **Date:** _____