

**NON-DISCLOSURE/NON-CIRCUMVENTION AGREEMENT**

The undersigned hereby agrees not to discuss or disclose to any third party and to keep completely confidential all names of any corporation, organizations, individuals or groups of individuals introduced by Asset Marketing Brokers, Inc. The undersigned further agrees not to disclose any facts learned about the businesses to any third party, including employees, customers, suppliers, or other prospective buyers. The undersigned is authorized to disclose this information to their attorney and/or accountant so long as these professional counsels are apprised of the confidential nature of the information and their agreement obtained to protect the confidentiality. The information and/or records about these businesses obtained by the undersigned shall not be used for competitive use in any business, present, or future. It is understood that information disclosed to others could cause a loss of business, and/or create injury in employee/employer relationships.

The undersigned agree that Broker, or its Agent, in bringing Buyer(s) and Seller(s) together has fulfilled its primary brokerage function and that Buyer(s) agree to hold Broker, its Agent, and Attorneys harmless from any liability arising out of the sale of businesses discussed with Buyer(s).

The undersigned understands that Broker is representing and is to be compensated by the Seller and that Buyer is not responsible for the Broker's commission unless otherwise agreed to in a Buyer's Broker Agreement. However, should the undersigned release any information about the businesses the Broker has listed to any third party, and that party subsequently purchases any of those businesses without going through the Broker, the undersigned agree to pay as consideration to Asset Marketing Brokers, Inc. an amount equal to the actual commission due Broker. This paragraph shall remain in force for a period of three hundred sixty five (365) days.

The undersigned or his representative further agrees, promises and pledges that neither it nor any principals, officers, or agents shall circumvent and further shall not make any contact directly or indirectly or attempt to otherwise deal with any sources being revealed by Asset Marketing Brokers, Inc. Should any circumvention or contact be made with the source revealed by Asset Marketing Brokers, Inc. and should this contact or circumvention result in a sale, merger, or exchange of the business/property in question, the undersigned agree to pay as consideration an amount equal to the actual commission due Broker.

The undersigned agrees to provide upon request by Broker, personal and/or corporate financial statements giving evidence of sufficiency to consummate the purchase of the business described herein. Should purchaser, upon examination choose not to proceed further in an acquisition, the undersigned agrees to promptly return to Broker (without reproduction in whole or in part) all documentation loaned to Buyer by Broker or Seller.

Please accept our sincerest appreciation for your selection of our brokerage service. The transaction, which you are contemplating, will naturally involve a variety of financial statements and legal documents that bear significantly on your decisions. Our firm does not intend to represent that any of the financial statements or any other material or information supplied by the seller or its agent have been inspected, verified, or approved by us. It is because we recognize the significance of this data that we recommend an independent certified audit by an accountant of your choice. In addition, for your protection, we request that your legal counsel be available to assist you throughout the transaction.

AGREED TO AND ACCEPTED ON DATE SIGNED: \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Driver's License # \_\_\_\_\_ Driver's License # \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
 Agent for Asset Marketing Brokers, Inc.

**CONFIDENTIAL BUYER/INVESTOR PROFILE**

Name \_\_\_\_\_ Spouse \_\_\_\_\_ Date \_\_\_\_\_

Address Office: \_\_\_\_\_  
 Home: \_\_\_\_\_

Phone Home: \_\_\_\_\_ Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

1. What area or areas (geographically) will you consider?  
 \_\_\_\_\_
2. What businesses or types of businesses will you consider?  
 \_\_\_\_\_
3. What is the soonest you would be ready to close a purchase if you found the right opportunity?  
 \_\_\_\_\_
4. Do you anticipate your spouse, partners or silent backers to be involved in the business? \_\_\_\_\_  
 To what extent? \_\_\_\_\_
5. Do you have a current employment resume? If so, please attach a copy. If no, then outline significant past employment and skills attained. Do this for spouse, if spouse will participate significantly in the business.
6. Briefly, what is your educational background and work experience?  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Do you now hold (or have you held) any licenses, permits, etc. (such as real estate, nursing, alcoholic beverage, audiology, medicine, law, accounting, pharmacy, pest control, federal firearms, barber/cosmetologist, etc.)? List:  
 \_\_\_\_\_
8. Assuming that you might have to take a cut in income in order to go into business for yourself, what is the least family income you need (or will accept) per year?  
 \_\_\_\_\_
9. What is your available liquid capital for the purchase of a business? (Cash, C.D.'s, stock, etc.)?  
 \_\_\_\_\_
10. What is your approximate total net worth? \_\_\_\_\_
11. What kinds and amounts of additional security can you offer the potential seller? \_\_\_\_\_  
 \_\_\_\_\_
12. Name and address of: \_\_\_\_\_ Lawyer: \_\_\_\_\_  
 Accountant: \_\_\_\_\_
13. Please attach a personal financial statement. (Any local bank form or we can provide if requested.)
14. Listings discussed: \_\_\_\_\_
15. Where did you learn about our company? Internet  News Ad  Yellow Pages   
 Referral  (Name: \_\_\_\_\_ ) Other  \_\_\_\_\_