



Non-Disclosure and Confidentiality Agreement

Legal Document

Peterson Acquisitions

Peterson Acquisitions' Agreement with our Sellers requires us to obtain a Non-Disclosure and Confidentiality Agreement and evidence of financial ability before we disclose the name and location of the business. Information you disclose to us will be kept confidential. IN CONSIDERATION FOR information on businesses offered for sale by Peterson Acquisitions, (to be referred to as "PA") I understand and agree as follows:

1. Information provided on businesses by "PA" is sensitive and confidential and its disclosure to others would be damaging to the businesses and to "PA"s fiduciary relationship with the Seller.
2. I will not disclose any Information regarding these businesses, including the fact that the business is for sale, to any other person who has not also signed and dated this Agreement except a retained attorney or accountant, in which case I agree to obtain their consent to maintain such confidentiality. The term "Information" does not include any information that is, or becomes, generally available to the public or is already in my possession. All Information provided to review the business will be destroyed in the event the review is terminated.
3. I will not contact the Seller, Seller's employees, suppliers, or customers except through "PA". I will not use the confidential information I receive through this process to compete with the Seller.
4. For any business presented to me by "PA", I agree to make all communications, offers to purchase, negotiations, or inquiries through "PA" for a period of not less than two years after the date the business is presented. I agree to utilize "PA"s documents for the purchase of the business. I agree not to purchase any of the businesses shown by "PA", in part or in whole, without involving "PA" in all aspects of the purchase.
5. All Information is provided by the Seller and is not verified in any way by "PA". "PA" is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. Prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I agree that "PA" is not responsible for the accuracy of any Information I receive and I agree to indemnify and hold "PA" harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for verification of all information regarding any business offered by "PA".
6. "PA" does not give tax, accounting, or legal advice; I understand that it is my responsibility to obtain independent legal or professional counsel, and any statements or representations made by "PA" do not constitute such.
7. Should I enter into an agreement to purchase a business "PA" offers for sale, I grant to the Seller the right to obtain, through standard reporting agencies, financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by Seller and "PA", and will only be used for the purpose of Seller extending credit to me should an agreement to do so arise. In the event that I pay an earnest money deposit, and I, the Buyer, cannot consummate this business/investment purchase through no fault of my own, the earnest money deposit will be refunded in full LESS any amount expended for an appraisal, credit report, U.C.C. filing search, or other expenses incurred and agreed to herein, or for services which I, the potential buyer, would obviously derive benefit from regardless if this sale had been consummated. I agree that if I should refuse to or delay completion of this transaction, then any funds or deposit with the "PA" will be forfeited.



8. I agree that if I circumvent "PA" in purchase of any business presented by "PA"; I will pay to "PA" as damages, the full commission provided in the Listing Agreement or Engagement Agreement between Seller and "PA".

9. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to its subject matter. This Agreement is made in the State of Kansas and shall be subject to the laws of the State of Kansas without regard to principles of conflict of laws. This Agreement may be amended only by a writing duly executed by the parties hereto.

Agreed and accepted this ____ day of _____ 20 ____

Name(s) _____,

BUYER'S SIGNATURE(s) _____,

Address _____ City _____ St _____ Zip Code _____

Phone _____ Work _____ Mobile _____ Fax _____

Will anyone else be actively involved in the acquisition? _____

Types of Businesses interested in discussing: _____

Businesses/Franchises Discussed: _____,

Agent from Peterson Acquisitions: _____ **Buyer Email:** _____

- Sign me up for email updates of "PA"s new business listings Sign me up for "PA"s weekly email newsletter



BUYER DISCLOSURE ACKNOWLEDGEMENT

Peterson Acquisitions

Initial acknowledgement of prospective buyer: _____
(Print Name)

AGENCY DISCLOSURE:

The buyer acknowledges that "PA" is acting as agent of the seller and all fees due "PA" are, and 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, accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through "PA" Business Advisors.

Initial: _____

INFORMATION DISCLOSURE:

Buyer acknowledges that all information and material on each business opportunity provided by "PA" has been provided to "PA" by the seller of the business. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. "PA" 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 "PA" Business Advisors cannot and does not in any way warrant or guarantee the future vitality or prospects of any business.

Initial: _____

REAL ESTATE DISCLOSURE:

"PA" Business Advisors is not a licensed Real Estate Broker. However, some Advisors are licensed Real Estate Salespersons who have their licenses held with a licensed Real Estate Broker. All business sales that involve real estate sales or leases will be supervised by the licensed Real Estate Broker, and the Real Estate Salesperson will act as a Transaction Broker. As a Transaction Broker, the Real Estate Salesperson will assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. If there is a real estate transaction contemplated, more detail regarding the responsibilities of the Transaction Broker will be explained in writing to both buyer and seller of the business.

Initial: _____

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

Prospective Buyer: _____ Date: _____
(Signature)



FINANCIAL INFORMATION - STRICTLY CONFIDENTIAL
Peterson Acquisitions

Name(s): _____

Are you aware of any credit problems, judgments, bankruptcies, etc. that would impact your ability to obtain an SBA loan? Yes No

Assets

Cash on Hand and in Banks	\$
401K, IRA, or SEP IRA (in certain circumstances retirement accounts Can be used toward the purchase of a business without taxes or penalties.)	\$
Real Estate	\$
Stocks, Bonds, Government Securities, etc.	\$
Other Assets (Itemize)	\$
	\$
	\$
	\$

Total Assets \$

Liabilities and Net Worth

Notes Payable	\$
Liens on Real Estate	\$
Other Liabilities (Itemize)	\$
	\$
	\$

Total Liabilities \$

Net Worth \$

Source of Income

Salary/Bonus/Commissions	\$
Dividends and Interest	\$
Real Estate Income	\$
Other Income	\$

Total Income \$

The undersigned certifies that this information was provided by him/her and is true and correct.

Signature(s) _____ Date: _____

The information set forth above has been secured directly from the above-named individual. Peterson Acquisitions in no way guarantees the accuracy of such information, nor does it warrant any assumptions as true and correct.

