



SM

Confidentiality Agreement

1. I, _____ as an individual or as a principal/employee/officer/and/or direct authorized agent of any prospective purchaser ("Purchaser"), hereby acknowledge that the identity of Seller and confidential information ("Confidential Information") of Sellers and its business, including but not limited to, records, financial information, studies, trade practices, trade secrets, employee information, lists of customers and suppliers will be disclosed to me by Seller # _____ ("Seller") and sellerconfidential SM ("sellerconfidential SM"). These disclosures will be given in SECRECY AND CONFIDENCE and used for the sole purpose of assessing the prospective purchase of a Seller's business. It is understood that this Agreement applies to any information supplied by Seller, verbally or in writing, whether supplied prior to or after the date hereof.

2. 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 are 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, permit or assist others to use, directly or indirectly, any such Confidential Information to the detriment of the business.

3. I agree not to contact the Seller's employees, suppliers and/or customers of its business directly unless specifically authorized in writing to negotiate directly with the Seller. Upon termination of the discussions, I shall immediately deliver to Seller (without retaining any copies) all Confidential Information received by me in any form. The mere fact of the discussions shall not commit the Seller or myself to consummate any prospective purchase and sale or any other transaction that may have been intended or discussed.

4. I understand that all information has been furnished by Sellers and while believed correct has not been verified and is not warranted by sellerconfidential SM. sellerconfidential SM makes no representations as to its accuracy or completeness and I will be relying on my own judgment and expertise in evaluating the Confidential Information.

5. With respect to any and all material facts, figures and related information disclosed by me to sellerconfidential SM, I acknowledge that sellerconfidential SM has a right to rely on said facts, figures and information and disclose same to Seller. I agree to indemnify sellerconfidential SM from and against any and all claims or causes of action, including damages, costs, expenses, and reasonable attorney fees incurred by sellerconfidential SM arising out of said reliance upon and disclosure of such facts, figures and information provided by me.

6. I acknowledge that any breach of this Confidentiality Agreement, directly or indirectly, shall be deemed irreparably harmful to Seller, and that all remedies at law or equity will be available to Seller for any such breach or threatened breach. I agree that this Agreement will be governed by the laws of the State of Colorado and that any actions commenced to enforce or interpret this Agreement shall be brought in Denver County, State of Colorado. The prevailing party in any dispute shall be entitled to recover reasonable legal fees and expenses.

Agreed and accepted this _____ day of _____, 20_____.

Signature Other Principal

Address_____

City_____ State_____ Zip_____

Home Phone_____ Work Phone_____ Fax_____

Cell Phone_____ Email Address_____

Business Listing you are Interested In:_____





Confidential Buyer Profile

FAX TO: 303-646-4866 or EMAIL TO: bcirbo@sellerconfidential.com

Name and Address

Name: _____ Spouse: _____

Address: _____

City: _____ State: _____ Zip: _____

US Citizen: Yes No Email _____

Cell: () _____ Daytime Phone: () _____

Evening Phone: () _____ Fax number: () _____

Education and Experience

Education: _____

Current Occupation: _____ Spouse's _____

Previous Business Owned: _____

Franchise Ownership Management Experience: _____

Financial Information

ASSETS

LIABILITIES

Cash and Savings _____

Credit Cards _____

Mutual's and CD's _____

Term Loans _____

Stocks and Bonds _____

Home Mortgage _____

Home _____

Other Mortgages _____

Personal Property _____

Retirement Plans _____

Total Assets \$ _____

Other Assets _____

-Total Liabilities _____

Total Assets _____

Net Worth \$ _____

1. Are you considering a partner(s) in this business? _____
2. Do you intend to be a full-time owner-operator? _____
3. Have you determined a time-frame for starting your business? _____ if so, how long? _____

The person(s) signing this application below certify that the above information is true and correct to the best of their knowledge.

Signed: _____ *Dated:* _____

This is not a contract.

For Questions call: (303) 770-6479

The information you disclose on the Confidential Questionnaire will remain confidential until you approve its release to lenders or other necessary parties and will not be disclosed to any third parties.