



Confidentiality Agreement

The undersigned prospective purchaser ("Buyer") hereby requests current and ongoing confidential information on businesses represented by, and or known to, Prudens Business Advisors. Buyer hereby acknowledges that Prudens Business Advisors first provided such information to the Buyer and in consideration of Prudens Business Advisors having provided such information, the Buyer hereby agrees to the following:

1. All information Prudens Business Advisors provides about a business has been obtained from the business owner, and Prudens Business Advisors makes no representations or warranties as to its accuracy or completeness of the information. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other appropriate counsel Buyer deems necessary, prior to purchasing the respective business.
2. All information Buyer is provided regarding business, including but not limited to its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written consent, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and Buyer shall first obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Prudens Business Advisors of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Prudens Business Advisors which may result in their seeking legal recourse against the Buyer. Buyer shall indemnify, defend and hold Prudens Business Advisors harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business for which a Buyer shall be given information by Prudens Business Advisors has entered into an agreement providing that Seller shall pay a fee to Prudens Business Advisors if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by Prudens Business Advisors. Should Buyer, Buyer's family member, associates, agents or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect Prudens Business Advisors' right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which Prudens Business Advisors provides information solely through Prudens Business Advisors and **shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with Prudens Business Advisors.**
5. If Buyer breaches the terms of this Agreement or in any way interferes with Prudens Business Advisors' right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees.
6. 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. Prudens Business Advisors may act as a dual agent representing both Buyer and Seller. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:
 - a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer,
 - b) Diligent exercise of reasonable skill and care in performance of the agent's duties,
 - c) A duty of honest and fair dealing in good faith and
 - d) A duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
8. Buyer herein acknowledges receiving a copy of this Agreement and having the opportunity to fully review the Agreement with Counsel of Buyer's choice before its execution.
9. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.
10. This Agreement extends to any information on future businesses represented by Prudens Business Advisors that may be provided to the buyer at a later date.
11. Prudens Business Advisors is the Broker/Agent of record on businesses represented by Prudens Business Advisors and for any new information requested and received by buyer.

First Batch of Businesses in which Buyer is Interested:

1. _____
2. _____

Signature

Date

Name (print)

Business Telephone

Company Name (if applicable)

Cell Phone No

Residence Street Address

Fax Number for Sending Confidential Info

Residence City, State and Zip

Email Address

Residence Telephone

Ash Rasaei

Prudens Business Advisor's Agent



Buyer Profile For:

Print Name _____

Name of Agent Ash Rasaei

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:

6.

<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Any business that can be relocated
<input type="checkbox"/> Distribution	<input type="checkbox"/> Retail
<input type="checkbox"/> Computer/Hi technology/Sciences	<input type="checkbox"/> Services: Postal, copy centers, tax prep etc
<input type="checkbox"/> Absentee ownership	<input type="checkbox"/> Restaurant/Fast Food
<input type="checkbox"/> Turnaround situations	<input type="checkbox"/> Gas Stations/Mini Marts/Car Washes
<input type="checkbox"/> New or existing successful franchises	<input type="checkbox"/> Dry Cleaning
<input type="checkbox"/> Any business which receives cash payments	<input type="checkbox"/> 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? _____

12. Had a judgment filed against you? _____

13. Does your spouse work? _____ Full time? _____ Industry and position? _____

14. Is there any reason you might be declined a loan for a business acquisition _____

15. How far from your home are you willing to drive one way to the business you will buy? _____

16. Will anyone advise you in the review of business records and the decision to purchase any business? _____

17. What is your timeframe to purchase? Immediate No hurry

18. If you reside outside California and have inquired about a California based business, what are your relocation plans and timeframe?

Signature

Date

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