

Confidential Buyer Registration Form

We are required by our fiduciary responsibilities to our seller clients to pre-qualify prospective buyers, therefore we may share this information with sellers of businesses to which you express interest. Otherwise all information you provide will be kept confidential.

Name: _____ Email: _____

Number and Street: _____ City: _____ State: _____ ZIP: _____

Telephone: Home: _____ Cell: _____

How did you learn about us? _____

Type of Business You Want: (Which industries or types of businesses interest you?)

Retail Businesses

Retail Franchises, Liquor Stores, Convenience Stores, Restaurants,
 Gas Stations, Bars and Taverns, Other _____

Service Businesses

Service Franchises, Auto Repair, Beauty Salons, Spas, Nail Salons,
 Freight and Moving, Storage and Warehousing, Hotels, Pet Care and Grooming,
 Home Improvement, Transportation, Other _____

Manufacturing Businesses

Sheet Metal, Machine Shop, Light Manufacturing, Other _____

Distribution Businesses

Apparel, Electrical, Food, Computer, Automotive, Other _____

Construction Businesses

Home Improvement, Other _____

Business Real Estate

Commercial, Retail, Hotels, Strip Malls, Other _____

Dollars Available for Down Payment & Working Capital:

1. Cash from Savings (on Hand & Accessible)

Less than \$50,000, \$50,000 to \$100,000, \$100,000 to \$200,000, \$150,000 to \$200,000,
 \$200,000 to \$300,000, \$300,000 to \$500,000, \$500,000 to \$1,000,000, \$1,000,000 or more

2. Stocks, Bonds & Other Securities \$ _____

3. Equity in real estate (RE market Value (x) .8 (-) Mortgage balance) = \$ _____

4. Cash from Other Sources. Amount: \$ _____, Source _____

Goodman and Company Business Brokers
NON-DISCLOSURE, CONFIDENTIALITY and BUYER OBLIGATION AGREEMENT

This Non-Disclosure, Confidentiality Agreement and Buyer Obligation ("Agreement") is entered into this date by and between Goodman and Company Business Brokers (hereinafter "Broker") and the potential business Buyer having signed below and/or any associated entities and partners, disclosed or undisclosed (hereinafter "Buyer"). "Business" shall refer to any business(es) and associated real estate that is or becomes offered for sale that Broker identifies to Buyer during the term of this agreement. "Seller" shall mean the owner(s) of any Business and/or real estate introduced to Buyer by Broker. The term, "Confidential Information" shall mean any information regarding the identity and location of the Business, and any of the Business's customers, customer lists, technology, financial and tax information, trade secrets, plus any other information which is obtained during the course of Buyer's investigation, observation, or evaluation of the Business, as well as the fact that the Business is for sale.

1) Buyer has asked Broker to identify and introduce Buyer to presently undisclosed Business(es) for purposes of evaluating its purchase. In consideration of the Broker's introduction to and identification of such Business(es), and Seller's assent to same, Buyer agrees that for a period of two years following the date of introduction of Buyer to a Business (hereinafter "Agreement Term") Buyer will maintain Confidential Information in strict confidence and will not disclose the Confidential Information to any others, except professional business advisors, partners, accountants, attorneys, etc. engaged by the Buyer to evaluate the Business and

2) Buyer will not contact the Seller, owners and partners, landlords, lessors, employees, suppliers, buyers, customers or competitors of any Business disclosed to Buyer without Broker's written permission and agrees not to circumvent Broker in any transaction with the Seller and agrees to channel all negotiations, inquiries, investigations, and purchase offers for the Business through Broker. Buyer agrees not to enter into any agreement with Seller to buy, lease, or otherwise come into possession of the Business or its assets and real estate, (if any), unless provisions are included for Broker's full sales commission to be paid from the proceeds at closing as determined by Broker's contract with Seller or, if necessary, at regionally comparable brokerage commission rates. Any breach of this agreement, directly or indirectly, shall be deemed harmful to Broker and/or Seller. Buyer agrees to pay damages to the Broker for Broker's lost sales commission, to Seller for any damages incurred by Seller, and reasonable attorney's fees and other costs to achieve collection of Broker and/or Seller damages. Damages to Broker will be deemed to have been incurred regardless of the terms, existence, or status of Broker's listing agreement, if any, with Seller.

3) Buyer agrees that this agreement and all its terms and conditions will apply to any information previously supplied by Broker orally or in writing and to any other business-for-sale opportunities introduced to Buyer by Broker.

4) At Broker's sole option, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

5) Buyer agrees that Broker represents only the interests of the Seller and agrees not to rely on the Broker for business, tax, accounting or legal advice. The Buyer is advised to employ attorneys, accountants and business advisors (of the Buyer's choice) to provide advice to the Buyer in regard to any purchasing decision. In the event that Broker provides the Buyer with the Broker's oral or written opinion of any aspect of the value, earning capacity, or other aspects of the Seller's business, Buyer agrees to have those thoughts, documents and observations reviewed and independently verified by professionals employed by Buyer before making any decision to purchase or lease the offered business and further agrees to defend, indemnify and hold the Broker harmless from any claims or damage arising out of any decision to purchase or operate Seller's business except those losses directly resulting from the Broker's intentional fraud or gross negligence. Buyer acknowledges and agrees that the physical or electronic delivery of any documents to the Buyer by Broker, which were produced by Seller, shall not constitute an endorsement by the Broker of the genuineness, truth and correctness of the information contained therein and the Buyer agrees to defend, indemnify and hold the Broker harmless from any claims or damage arising from Buyer's reliance on the content of such documents. Buyer acknowledges that Buyer has been advised by Broker to consult with accountants, attorneys, and business advisors of Buyer's choice before signing this and any other document involving the Broker or Seller. Buyer certifies that Buyer is not an agent of any Governmental Agency, or any other third party with any possible interest in the Business other than for the possible future purchase of the Business.

Signed under seal in return for the Broker's efforts & commitment under this agreement, Dated _____

Print Buyer's Full LEGAL Name _____ Business inquiring about _____

Buyer's Signature (Your Full LEGAL Name)

For Goodman and Company Business Brokers

Goodman and Company Business Brokers
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