

Tucson Business Investments
2569 North. First Avenue
Tucson, AZ 85719
www.TucsonBusiness.com



FORM REQUIRED FROM ALL BUYERS
Phone (520) 750-1764
Fax (520) 750-1769
TBI@TucsonBusiness.com

NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

This Agreement will confirm the mutual understanding regarding Tucson Business Investments (Broker) providing and your receipt of information regarding companies represented by Broker and/or any other companies directly presented to Buyer by Broker at present or at a later date.

1. Buyer hereby acknowledges and agrees that any and all information provided by Broker and/or Seller/Selling Company shall be kept strictly confidential. This shall include information provided by hard copy, electronically (such as email or text message), verbally or by any other means.
2. Buyer will not disclose or reveal any information, proprietary or otherwise, to any persons or entities who have not acknowledged and agreed to the terms of this agreement in writing. This information will not be used to compete with or engage in business similar to seller.
3. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact and return to us all information furnished to you without keeping copies of the information in any format.
4. Although you understand that we and the Company have may disclose information certain information which we consider to be relevant for the purpose of your proposed acquisition, we do not make any representation or warranty as to its accuracy or completeness. We recommend that a buyer should perform their own due diligence review before closing on any transaction and should obtain assistance from legal and accounting professionals. Broker may refer to Buyer or Seller companies or individuals for legal, accounting, inspection, lending, title and other services and the use of any companies will be at the sole discretion of the parties with no warranties from broker. It is acknowledged that broker may receive compensation for some referrals and Buyer grants permission for this.
5. The undersigned further agrees, promises, and pledges that neither it nor any principals, officers, agents, employees, employers, relatives, or acquaintances etc. shall circumvent and further shall not make any contact directly or indirectly through another broker or attempt to otherwise deal with any source being revealed by Broker. If any circumvention results in a sale or exchange of a disclosed business/property, the undersigned agrees to compensate broker an amount equal to the actual commission due Broker. Broker is under no obligation to share any commission with Buyer's representative or principal representing themselves.
6. The undersigned, by signing below, represents that he or she is not an agent or employee of the Internal Revenue Service, Arizona Department of Revenue or any local, state, or federal agency or department.
7. The undersigned acknowledges that broker is an agent of the seller and not an agent or representative of the undersigned. The undersigned is acting only as a principal and not as a representative or agent of any third party.

BUYER INFORMATION: PLEASE ANSWER EACH OF THE FOLLOWING QUESTIONS

1. What types of businesses are you interested in? _____
2. How soon would you be ready to close a purchase if you found the right opportunity? _____
3. Not including any money you plan to borrow, what is your current liquid available capital? \$ _____
4. What is your approximate total net worth? \$ _____ How much of this is a 401K or IRA? \$ _____
5. Are you currently working with any other Business Brokers, and if so, who? _____

The undersigned hereby acknowledges that the answers above are a true and accurate representation of their current financial capabilities and that verification of capabilities (proof of funds) may be required prior to disclosure of information.

_____	_____	_____
Buyer Print Name	Buyer Signature	Date

Address: _____ Telephone: (_____) _____

City: _____ State: _____ Zip: _____ Email Address: _____

Listings Disclosed: _____, _____, _____