

Non Disclosure Agreement

The undersigned parties understand and agree that:

1. The information Exodus Business Solutions, Inc provides on any business is confidential, and that any information disclosed to others may be damaging to the business and their owners. We agree that we will not discuss any information, including the name of the business and that the business is for sale, to anyone other than advisers, agents, accountants, attorneys, and affiliates, who also agree upon request by the Broker or Seller to the same confidentiality obligation of this agreement. We agree that all copies of materials and data provided shall be confidential and shall be returned to the seller within seven days.
2. We will not contact the business owner or their directors, landlords, employees, suppliers, or customers except through the Broker. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of any business presented by the Broker will be conducted exclusively through the Broker.
3. Our intent is to purchase a business and not for purposes of gaining information for business competitors, the Department of Internal Revenue, or any other governmental or taxing agency.
4. We will not circumvent the Seller and Broker by obtaining property leases, customers, employees, vendors, or any portion of these businesses using the knowledge gained through disclosure of information from the broker.
5. All information about the business is provided by the Seller and is not verified by the Broker. We understand that purchasing a business represents investment risks and we should obtain professional assistance from independent accounting, legal and financial advisors to verify the accuracy of such information prior to entering into an agreement to purchase any business. We will not rely solely on the unaudited information provided by the Broker. Broker has no knowledge as to the accuracy of such information and makes no warranty, or guarantee, expressed or implied, as to the accuracy of such information.
6. If we enter into an agreement to purchase a business, we will provide a personal and/or business financial statement(s) and resume and we authorize the Seller to obtain, through standard reporting agencies, financial and credit information about myself and/or the companies or affiliates we represent for the seller extending credit to us. The Seller and Broker will hold the information confidential.
7. The Broker is not an agent for me, but is an agent for the Seller and has a contract providing a fee to be paid to the Broker by Seller upon sale, trade, lease, or transfer of the Seller's business or property. We will not be responsible for the fee to the Broker if we purchase the business through the Broker. If we should circumvent the Broker and become a manager, trade, purchase stock, or otherwise become connected with the business, a full commission, as set forth in the Broker's agreement with Seller is owned by us to the Broker. Any changes in representation by the Broker must be in writing and shall be disclosed to all parties involved.

We, the undersigned, understand, acknowledge, and agree that this agreement is legally binding upon the undersigned, and all others involved in the analysis and evaluation of this information in connection with the possible purchase of the Business, and agree that the Business, Seller, and Broker will each have the right to apply to any court with jurisdiction for a restraining order or such other relief as may be appropriate to enforce the terms of this agreement and may look to the undersigned for any compensatory or punitive damages, including court costs and attorney's fees that may result from any breach of this agreement. In the event a party brings an action to enforce the other parties obligations hereunder, the prevailing party shall be reimbursed for all costs and expenses, including reasonable attorney's fees incurred by it in connection herewith.

PLEASE FAX BACK TO 1-619-688-0056

Name (print)

Signature

Date

BUYER QUESTIONNAIRE

EXODUS BUSINESS SOLUTIONS, INC.

PLEASE ANSWER THE FOLLOWING QUESTIONS

Name _____ Address _____

City _____ State _____ Zip _____ Phone _____ Fax _____

Appointment Date _____ \ _____ \ _____ Time to Call _____ E-mail _____

Preliminary data:

1. How long have you been searching for the right business?

One Month Two Months Three -Six months One Year Comments: _____

2. What is your time frame for buying a business?

3. One Month Two Months Three -Six months Comments: _____

4. Do you own a business today _____

5. Have you owned a business in the past _____

6. Please describe your management experience _____

7. What sales revenue are you targeting?

\$250,000- \$500,000 \$500,000- \$750,000 \$1,000,000 - \$2,000,000 \$2,000,000 and up Comments: _____

8. What type of business interests you? Manufacturing Service Wholesale Retail

Other _____

9. Why are you buying a business _____

10. Do you need help financing the transaction through SBA? YES _____ or NO _____

11. How much capital do you have to invest in a business?

\$50,000-100,000 \$101,000 - 200,000 \$201,000-300,000 \$301,000-400,000 \$401,000-500,000 \$500,000 +

12. Do you have personal assets to support a guarantee? YES _____ or NO _____

13. Upon request, are you prepared to provide references and a financial statement? YES _____ or NO _____

14. Are you a licensed business broker or business intermediary? YES _____ or NO _____

Client understands:

The following information is confidential. Exodus Business Solutions is not affiliated with any state or governmental agency. Your business name and information will not be used to obtain new clients for Exodus Business Solutions now or in the future.

Signature _____ Date _____