



## NONDISCLOSURE AGREEMENT

This Agreement will confirm our understanding regarding the businesses listed for sale on the Falco Sult Financial Services website and your receipt of certain confidential "Information." It is understood that our Clients are the intended parties and beneficiaries whose rights are being protected and may enforce the terms of this Nondisclosure Agreement as if they were a party to the Agreement.

1. Confidential "Information" means all oral or written data, reports, records, or materials obtained from our Client, including the name, address, and type of business, the knowledge that our Client may be considering a sale, or the fact that Information has been provided to you or us.
2. This Information is being provided solely in connection with your consideration of the acquisition of our Client. The information you obtain about our Client shall not be used for competitive purposes in any other business, present or future. You shall not solicit for employment any person who is now employed by our Client. No portion of this Information shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate our Client as a potential acquisition and who shall assume the same obligations under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement. All Information shall be promptly returned or destroyed, as directed by our Client or us.
3. It is understood and agreed that damages may not be a sufficient remedy for breach of this Agreement and that our Client shall be entitled to seek specific performance, injunctive relief, or both, as nonexclusive remedies for any such breach. The prevailing party in any proceeding under this Agreement shall be entitled to be paid its legal expenses and costs reasonably incurred in connection with such proceeding.
4. It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by our Client in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
5. The undersigned acknowledges the responsibility to perform a due diligence review at their own expense prior to any acquisition. The undersigned further acknowledges that Falco Sult Financial Services is the agent for the Client and we are not hereby entering into an agency relationship with a potential Buyer.
6. During the course of your evaluation, all inquiries and other communication with our Client are to be made solely through Falco Sult Financial Services. You must refrain from any contact with our Client's employees, suppliers, customers, or advisors without the express written approval from our Client or us.

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return via email or fax to [fscps@falcosult.com](mailto:fscps@falcosult.com) or 425-861-4658.

# Buyer Interview Worksheet

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Name \_\_\_\_\_ Spouse: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

**Financial:**

1. Amount Available to Invest \_\_\_\_\_
2. Other Sources \_\_\_\_\_
3. Minimum Monthly Income Requirement \_\_\_\_\_
4. Anticipated Possession Date \_\_\_\_\_
5. Size of Family \_\_\_\_\_
6. Spouse Involvement \_\_\_\_\_
7. How Long Have You Been Looking \_\_\_\_\_
8. Ability to Act Quickly \_\_\_\_\_

**Background:**

9. Previous Business Ownership \_\_\_\_\_
10. Type of Business Preferred \_\_\_\_\_
11. Previous Employment \_\_\_\_\_
12. Business Objectives \_\_\_\_\_
13. Education \_\_\_\_\_
14. Business Previously Considered \_\_\_\_\_
15. Do You Possess Any of the Following Skills?

Mechanical

Administration

Finance

Other: \_\_\_\_\_

Sales

16. Will You Consider any of the Following?

Retail

Services

Food and/or Beverage

Liquor

Franchise

Other: \_\_\_\_\_

Dry Cleaning/Laundry

21. What Locations or Areas Will You Consider? \_\_\_\_\_



## Buyer's Personal Financial Statement

NAME (FIRST, M.I., LAST)	SOC. SECURITY NO.	HOME PHONE	DATE
RESIDENCE ADDRESS	CITY/STATE/ZIP		

<b>Assets</b> (including community assets if any)	<b>Value</b>	<b>Liabilities</b> (including community liabilities if any)	
CASH		REVOLVING CREDIT ACCOUNTS	
CASH AVAILABLE TO INVEST		NOTES PAYABLE	
STOCKS, BONDS, MUTUAL FUNDS		MARGIN ACCOUNTS	
IRA/KEOGH/401K		INCOME TAX PAYABLE	
INVESTMENT IN CLOSELY HELD COMPANY		NOTES PAYABLE TO OTHERS/RELATIVES	
NOTES RECEIVABLE		ACCOUNTS OR BILLS PAYABLE	
ACCOUNTS RECEIVABLE			
CONTRACTS AND MORTGAGES OWNED		MORTGAGES & LIENS ON REAL ESTATE	
REAL ESTATE OWNED			
AUTOMOBILES		AUTOMOBILE LOANS	
BOAT/RV		BOAT/RV LOANS	
CASH VALUE LIFE INSURANCE		ANNUAL ALIMONY, CHILD SUPPORT, OR MAINTENANCE	
PERSONAL & HOUSEHOLD PROPERTY		LEASE PAYMENTS OR RENTS	
OTHER ASSETS (DESCRIBE):		OTHER AMOUNTS OWING:	
		<b>TOTAL LIABILITIES</b>	
		<b>NET WORTH</b>	
<b>TOTAL ASSETS</b>		<b>TOTAL LIABILITIES &amp; NET WORTH</b>	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_