

# CONFIDENTIALITY AGREEMENT

1. I, \_\_\_\_\_ as an individual or as a principal/employee/officer/and/or direct authorized agent of any prospective purchaser ("Purchaser"), hereby acknowledge that the identity of Seller and confidential information ("Confidential Information") of Sellers and its business, including but not limited to, records, financial information, studies, trade practices, trade secrets, employee information, lists of customers and suppliers will be disclosed to me by Seller # \_\_\_\_\_ ("Seller") and sellerconfidentials<sup>SM</sup> ("sellerconfidentials<sup>SM</sup>"). These disclosures will be given in **SECRECY AND CONFIDENCE** and used for the sole purpose of assessing the prospective purchase of a Seller's business. It is understood that this Agreement applies to any information supplied by Seller, verbally or in writing, whether supplied prior to or after the date hereof.
2. I agree not to disclose any of the Confidential Information given in connection herewith, either directly or indirectly, to third parties except such limited third parties as are necessary to assess the prospective purchase of a business or to complete the same; provided that I shall ensure that all such third parties preserve all Confidential Information shared with them. I also agree not to use, permit or assist others to use, directly or indirectly, any such Confidential Information to the detriment of the business.
3. I agree not to contact the Seller's employees, suppliers and/or customers of its business directly unless specifically authorized in writing to negotiate directly with the Seller. Upon termination of the discussions, I shall immediately deliver to Seller (without retaining any copies) all Confidential Information received by me in any form. The mere fact of the discussions shall not commit the Seller or myself to consummate any prospective purchase and sale or any other transaction that may have been intended or discussed.
4. I understand that all information has been furnished by Sellers and while believed correct has not been verified and is not warranted by sellerconfidentials<sup>SM</sup>. sellerconfidentials<sup>SM</sup> makes no representations as to its accuracy or completeness and I will be relying on my own judgment and expertise in evaluating the Confidential Information.
5. With respect to any and all material facts, figures and related information disclosed by me to sellerconfidentials<sup>SM</sup>, I acknowledge that sellerconfidentials<sup>SM</sup> has a right to rely on said facts, figures and information and disclose same to Seller. I agree to indemnify sellerconfidentials<sup>SM</sup> from and against any and all claims or causes of action, including damages, costs, expenses, and reasonable attorney fees incurred by sellerconfidentials<sup>SM</sup> arising out of said reliance upon and disclosure of such facts, figures and information provided by me.
6. I acknowledge that any breach of this Confidentiality Agreement, directly or indirectly, shall be deemed irreparably harmful to Seller, and that all remedies at law or equity will be available to Seller for any such breach or threatened breach. I agree that this Agreement will be governed by the laws of the State of Colorado and that any actions commenced to enforce or interpret this Agreement shall be brought in Denver County, State of Colorado. The prevailing party in any dispute shall be entitled to recover reasonable legal fees and expenses.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature Other Principal

Address \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*Please fill in all information, sign and return to:*



1630A 30<sup>th</sup> St PMB 369, Boulder CO. 80301  
Phone 303-265-1615



## Confidential Questionnaire

**SIGN, SNAP PHOTO & TEXT TO: 303-265-1615 or EMAIL TO: info@sellerconfidential.com**

***Name and Address***

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

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

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

US Citizen: Yes No Email \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Daytime Phone: ( ) \_\_\_\_\_ If work-name of business: \_\_\_\_\_

Evening Phone: ( ) \_\_\_\_\_ Fax number: \_\_\_\_\_

*Education and Experience*

Education: \_\_\_\_\_

Current Occupation: \_\_\_\_\_ Spouse's \_\_\_\_\_

Previous Business Owned: \_\_\_\_\_

Franchise Ownership Management Experience: \_\_\_\_\_

*Financial Information*

**ASSETS**

Cash and Savings \_\_\_\_\_

Mutual's and CD's \_\_\_\_\_

Stocks and Bonds \_\_\_\_\_

Home \_\_\_\_\_

Personal Property \_\_\_\_\_

Retirement Plans \_\_\_\_\_

Other Assets \_\_\_\_\_

**Total Assets** \_\_\_\_\_

**LIABILITIES**

Credit Cards \_\_\_\_\_

Term Loans \_\_\_\_\_

Home Mortgage \_\_\_\_\_

Other Mortgages \_\_\_\_\_

**Total Assets \$** \_\_\_\_\_

**-Total Liabilities** \_\_\_\_\_

**Net Worth \$** \_\_\_\_\_

1. Are you considering a partner(s) in this business? \_\_\_\_\_
2. Do you intend to be a full-time owner-operator? \_\_\_\_\_
3. Have you determined a time-frame for starting your business? \_\_\_\_\_ if so, how long? \_\_\_\_\_

The persons signing this application below certify that the above information is true and correct to the best of their knowledge.

*Signed:* \_\_\_\_\_ *Dated:* \_\_\_\_\_

This is not a contract.

For Questions call: (303) 265-1615

*The information you disclose on the Confidential Questionnaire will remain confidential until you approve its release to lenders or other necessary parties and will not be disclosed to any third parties.*