

# Confidentiality & Non-Disclosure Agreement

Our Agreement with the Seller requires that we obtain a Non-Disclosure and Confidentiality Agreement and evidence of financial ability before disclosing the name and location of the business. This information will be kept confidential. In compliance with the above, please read and complete the following Non-Disclosure and Confidentiality Agreement. **I, the undersigned potential investor, in consideration for the Principals, Associates, agents or Employees of 3<sup>rd</sup> Level Consulting providing me with information on businesses offered for sale, understand and agree:**

That information provided on businesses by 3<sup>rd</sup> Level Consulting is sensitive and confidential and that its disclosure to others would be damaging to the businesses and to the Broker's fiduciary relationship with the Seller. **That I will not disclose any Information** regarding these businesses to any other person who has not also signed and dated this agreement, except for advice and counsel from my attorney or accountant, whom are professionally bound to maintain such confidentiality. **"Information" shall include the fact that the business is for sale plus other data including, but not limited to Profit & Loss statements, Balance Sheets, Equipment Lists, Lease Agreements, Bank Statements or Tax Returns.** The term Information does not include any information which is, or becomes, generally available to the public or is already in your possession. All Information provided to review the business will be returned to 3<sup>rd</sup> Level Consulting without retaining copies, summaries, analyses or extracts thereof in the event the review is terminated.

**That I will not contact the Seller, his employees, suppliers or customers except through 3<sup>rd</sup> Level Consulting.** That all correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented to me, or companies I represent, by 3<sup>rd</sup> Level Consulting, will be conducted exclusively through 3<sup>rd</sup> Level Consulting. I understand that the Broker is an agent of the Seller. I agree not to circumvent or interfere with Broker's contract with the Seller in any way. Even though Broker may assist me in locating a business and in the business buying process, such action will not convert the Broker, nor any member of the Broker's staff into an agent for me.

That all Information is provided by the Seller and is only verified to the extent of information provided by Seller to 3<sup>rd</sup> Level Consulting, and by visual verification where applicable. 3<sup>rd</sup> Level Consulting is relying on Seller for the accuracy and completeness of said Information, has varying degrees of knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. 3<sup>rd</sup> Level Consulting does not give tax, accounting or legal advice. That, prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I agree that 3<sup>rd</sup> Level Consulting is not responsible for the accuracy of any Information I receive and I agree to indemnify and hold 3<sup>rd</sup> Level Consulting harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for all information regarding any business offered by 3<sup>rd</sup> Level Consulting.

Should I enter into an agreement to purchase a business 3<sup>rd</sup> Level Consulting offers for sale, **I grant to the Seller the right to obtain, through standard reporting agencies, financial, credit and background information concerning myself or the companies or other parties I represent** and understand that this information will be held confidential by Seller and 3<sup>rd</sup> Level Consulting and will only be used for the purpose of Seller extending credit to me.

I acknowledge that I (we) will be the principal(s) in any proposed business purchase, and that I am not working on behalf of undisclosed principals or as a sub-agent for any other person. I also acknowledge that I am financially capable to purchasing the business referenced below. I acknowledge that I have read and understand the information set forth in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone (H/W/Cell)

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Disclosed Business(es)

\_\_\_\_\_  
Email

**3<sup>rd</sup> Level Consulting & Business Brokerage**  
Cell 208.869.3656 Private Fax 707.885.3656  
Email – [Frankk@3rdLevelConsulting.com](mailto:Frankk@3rdLevelConsulting.com)

# 3rd Level Consulting

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## CONFIDENTIAL BUYER PROFILE FORM

Name: \_\_\_\_\_ Inquiry Date: \_\_\_\_\_

Email:: \_\_\_\_\_ Cell \_\_\_\_\_

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

SS#: \_\_\_\_\_ Driver's License: \_\_\_\_\_

Name: \_\_\_\_\_ Inquiry Date: \_\_\_\_\_

Email:: \_\_\_\_\_ Cell \_\_\_\_\_

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

SS#: \_\_\_\_\_ Driver's License: \_\_\_\_\_

### Buyer's Experience *(Please attach latest resume if available)*

Buyer is presently interested in becoming *(circle one)*:

Owner-Manager

Absentee Owner

Minority Investor

Present Occupation: \_\_\_\_\_

Past Occupation(s) or Skills: \_\_\_\_\_

Timeline: \_\_\_\_\_ Square Ft Criteria: \_\_\_\_\_ Number Students: \_\_\_\_\_

Preferred Location(s): \_\_\_\_\_

Price Range: \$ \_\_\_\_\_ Down Payment Range: \$ \_\_\_\_\_

