

SBX, Inc.

Small Business Exchange, Inc.

2720 Bee Caves Road, Austin, Texas 78746

Buyer's Declaration

- [] The undersigned is/are a private buyer, not a Business Broker, Real Estate Broker, Investigator or an agent for any of these businesses or for any government agency.
- [] The undersigned is/are a real estate agent or business broker agent but acts here as a principle

Buyer's Signature _____

Notice to Buyer

- 1 Small Business Exchange, Inc., hereinafter referred to as "SBX", will help you to find a business. All representations given to you orally or in writing are as described to us by the business owners. We do not add/change/delete the information. We may organize in a more understandable format.
- 2 It is specifically understood that SBX, its associates, co-brokers or employees regardless of their profession or licenses are intermediaries helping you to buy a business. None will be considered, act or represent you as an attorney or accountant or advise you as a specialist in any field.
- 3 You are hereby advised to consult an ATTORNEY and/or ACCOUNTANT and/or TAX CONSULTANT regarding the purchase of any business before you present an offer and/or deposit escrow funds. Your failure to do so shall relieve SBX and its Associates and Co-Brokers of all responsibilities and liabilities.

Buyer's Confidentiality & Non-Disclosure Agreement

- 1 The undersigned promises not to discuss particulars of any business that was disclosed to them by SBX with anyone attorney, accountant or banker.
- 2 The undersigned reviewed the buyer's manual.
- 3 If the undersigned depends on another person(s) or entity to finance all or part of the purchase or becomes a partner, the undersigned must disclose at this time the (partner/investor), their name & address to SBX and have the (partner/investor) registered as well with SBX before proceeding with negotiations of any business.
- 4 The Undersigned promises not to attempt by themselves or through others to bypass SBX to buy a business that was disclosed to the Undersigned by SBX or any business with whom SBX helped the undersigned with the negotiations to to buy the business.
- 5 The Undersigned promises not to contact any business owner (introduced or negotiated by SBX, directly at any time before a formal closing, unless coordinated by SBX. Furthermore, any contacts with business employees, suppliers, customers and landlords must be authorized in writing in advance by the business owners and SBX.
- 6 Breaking any of the above promises will make the Undersigned liable for damages and/or fines of \$500 minimum or more if a court of law so rules to SBX and to the sellers of the particular businesses.

Advisory: At No Time Can SBX Put a Business On Hold

- A SBX has a legal obligation to take all offers at all times. The first offer that is accepted by the seller becomes the binding offer. Offers in negotiations are not considered binding.
- B Our Advice: If you find the right business but have specific concerns, make a written offer subject to specific concerns and request a reasonable time frame to check or verify those concerns.

I/We, the undersigned acknowledge being advised and agree to the above statements and conditions

Buyer's Signature: _____ Print Name: _____

Date: _____