

POTENTIAL BUYER'S CONFIDENTIALITY AGREEMENT

- Complete **all information** on page 2 and provide signature(s)
- Fax or Scan executed documents to:

New York Business Brokerage Inc. (NYBB)
7600 Jericho Turnpike, Suite 403, Woodbury, NY 11797
Phone: 1-631.390.9650, Fax: 1-866-515-6773
E-Mail: Kyle@nybbinc.com
Attention: Kyle Griffith

The undersigned (the "Potential Buyer") understands and acknowledges that New York Business Brokerage, Inc. and NYBB Commercial Real Estate, Inc. (referenced as NYBB or the "Engagement Manager") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Engagement Manager has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Potential Buyer understands and acknowledges the Engagement Manager is acting as the agent of the Seller and that Engagement Manager's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Potential Buyer's Confidentiality Agreement (the "Agreement") is as follows:

- Description of Business: Locksmith & Safe Business Listing ID #159

In order to induce Engagement Manager or Seller to furnish information regarding the Business (the "Information") to Potential Buyer for Potential Buyer's evaluation and possible purchase of said Business and in consideration for Engagement Manager's or Seller's furnishing such information, Potential Buyer understands, agrees, represents and warrants to Engagement Manager and Seller as follows:

1. The word "Potential Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Potential Buyer further represents and warrants as follows:

(A) The Information furnished by Engagement Manager or Seller has not been publicly disclosed, has not been made available to Potential Buyer by any party or source other than Engagement Manager or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Potential Buyer will not disclose the Information, in whole or in part, to any party other than persons within Potential Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Potential Buyer accepts full responsibility for full compliance with all provisions of this agreement by such other persons.

(C) Potential Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Potential Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Potential Buyer's or any other party's present or future business (es).

(E) In addition to the prohibition against utilizing trade secret(s), Potential Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. While both parties acknowledge that they currently compete for in the same geographic area, the Potential Buyer agrees that they will not use confidential information shared with them to modify its competitive position vis-à-vis the Seller.

(F) If Potential Buyer decides not to pursue the possible purchase of the Business, Potential Buyer will promptly return to Engagement Manager all Information previously furnished by Engagement Manager or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Potential Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Engagement Manager for any reason whatsoever without the prior consent of the Engagement Manager. All contacts with the Seller or such other parties will be made through or by Engagement Manager unless otherwise agreed to by Engagement Manager, in writing.

4. The Information furnished by Engagement Manager has been prepared by or is based upon representations of the Seller and Engagement Manager has made no independent investigation or verification of said Information. Potential Buyer hereby expressly releases and discharges Engagement Manager from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

5. The Information is subject to change or withdrawal without notice. Further, the solicitation of offers for the purchase of the Business is subject to withdrawal of such solicitation without notice.

6. The Potential Buyer recognizes the Seller's obligation to the Engagement Manager in any definitive Purchase and Sale Agreement between the parties, as that Agreement protects the commission due the Engagement Manager.

7. Potential Buyer represents that Potential Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Potential Buyer agrees to provide, upon request by Engagement Manager or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

8. The performance and construction of this Agreement shall be governed by the laws of the State of New York. All sums due hereunder shall be payable at the office of the Engagement Manager in Melville, New York and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

9. This Agreement shall be binding upon the Potential Buyer, Potential Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

10. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion as the Arbitrators shall decide.

11. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Engagement Manager and this Agreement sets forth the entire agreement and understanding

EXECUTED ON THIS MONTH OF _____ AND DAY OF _____, 2014

Typed/Printed Name of Potential Buyer

Typed/Printed Name of Potential Buyer

Signature (Individually and as
(Duly Authorized Representative)

Signature (Individually and as
(Duly Authorized Representative)

Street Address

Street Address

City

City

State, Zip Code

State, Zip Code

Business Phone

Business Telephone

Cell Phone

Cell Phone

E-mail Address

E-mail Address



Specializing In:
Sales of Privately Held Companies
Mergers and Acquisitions
Business Valuations

Confidential Individual Investor Profile

Contact Information

Date: _____

Company

Office Phone

Contact Name

Home Phone

Mailing Address

Mobile Phone

City

State

Zip

Fax

E-mail

Website

Background Information (Resume or CV may be attached)

Education & career focus

Current employment

Have you ever owned your own business? Yes (answer below) No (go to Financial Information)

Business name/type: _____ Dates owned: _____

Annual sales: \$ _____ Annual earnings: \$ _____ Number of employees: _____

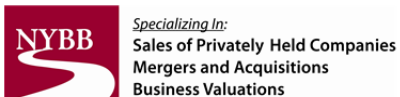
Did you sell business? _____ If so, when? _____

Financial Information (Balance sheet must be completed to obtain seller information)

	Assets		Liabilities
Cash	\$	Notes Payable	\$
Real Estate	\$	Home Mortgage(s)	\$
Securities/CDs	\$	Other Loans (Personal, Auto, Line of Credit)	\$
Retirement Plans	\$	Other Liabilities (Credit Cards, Personal Loans)	\$
Other Assets	\$	Total Liabilities	\$
Total Assets	\$	Net Worth	\$

Cash available for investment: \$ _____

List sources of cash/equity: _____ Will these sources have equity interest? _____
Payback requirements? _____



Confidential Individual Investor Profile

Investor/Partner Information

How many investors/partners are in the acquiring group? _____ List additional investors/partners below:

Investor/Partner #2 Active Passive

Investor/Partner #3 Active Passive

Name

Name

Mailing Address

Mailing Address

City State Zip

City State Zip

Phone

Phone

Acquisition Criteria

Targeted Industries:

- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Communications | <input type="checkbox"/> Construction | <input type="checkbox"/> Distribution |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Web | <input type="checkbox"/> Franchise |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Services | <input type="checkbox"/> Transportation | <input type="checkbox"/> Other: _____ |

Describe specific acquisition and/or investment criteria, including SIC codes:

Financial Parameters (Desired)

	Annual Sales		Net Cash Flow/ Net Earnings
Minimum	\$ _____	Minimum	\$ _____
Maximum	\$ _____	Maximum	\$ _____

Management Preference

- Will replace management Management should remain Will own/operate

Geographic Preference

1. _____ 2. _____ 3. _____

How did you hear about NYBB?

- Seminar CPA/Attorney Google Direct Mail Previous Acquisition
 Referral _____ Other _____