

CONFIDENTIALITY AGREEMENT and NET WORTH STATEMENT

Your Email	<input type="text"/>	
First Name:	<input type="text"/>	
Last Name:	<input type="text"/>	
Address:	<input type="text"/>	
City:	<input type="text"/>	
State/ Province:	<input type="text"/>	Zip/ Postal Code: <input type="text"/>
Bus Tel:	<input type="text"/>	Cell: <input type="text"/>
Home Tel:	<input type="text"/>	Fax: <input type="text"/>

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and agreed to by the “Investor/Buyer” (hereinafter identified as “Buyer”). The Buyer has indicated to Island Business Services, Inc (“IBS”) that it is interested in seeing confidential information for the following specific “Business-Properties” (hereinafter referenced as “Business”), to determine if the Buyer desires to be involved in the purchase, development, ownership, acquisition and/or other operational aspects of the Business:

<input type="text"/>	Business Description 1
<input type="text"/>	Business Description 2
<input type="text"/>	Business Description 3

IBS is willing to make available to the Buyer certain information relating to the Business for the above purpose, subject to the Buyer's execution and compliance with the terms of this Agreement.

Now therefore, in consideration of the mutual promises and obligations set forth herein and the Buyer being granted the opportunity to review and inspect the referenced information, the parties agree as follows:

1. **Disclosure by IBS.** IBS will permit the Buyer to examine certain information including any economic, commercial, marketing and financial information concerning the Business (collectively, the "Confidential Information"), whether prepared by the Business Owner, IBS or a cooperating broker, its advisors or otherwise, and irrespective of the form of communication. The term "Confidential Information" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents compiled and presented by Business Owner (or their agents) and then prepared by IBS or a cooperating broker which contain, reflect or are based upon, in whole or in part, the information furnished to the Buyer pursuant hereto. The Buyer agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence on its own behalf, for the purpose of determining a desire to purchase, develop, acquire or own the Business.
2. **Confidentiality.** The Buyer hereby agrees that it shall use the Confidential Information solely for the purpose above stated, that the Confidential Information will be kept confidential, and that the Buyer will not disclose any of the Confidential Information in any manner whatsoever or use the Confidential Information in its own Business or operations with the intention or result of thereby profiting or otherwise improving its position (other than through purchase, acquisition or development of the Business). Further, the Buyer agrees to not disclose to others that Seller is attempting to sell his Business or that the Buyer is considering the purchase of the Business or that negotiations are taking or have taken place and that the Confidential Information exists or has been made available to you, or any of the terms, conditions or other facts with respect to the Business. The Buyer may make the Confidential Information available to its representatives necessary to evaluate the Business, provided said representatives (except for Buyer's attorney or accountant) are disclosed to IBS and execute a Confidentiality Agreement.
3. **Limitations.** The term "Confidential Information" does not include information which:
 1. is or becomes generally available to the public other than as a result of a disclosure by the Buyer, or their representatives,
 2. was within the possession of the Buyer prior to its being furnished by IBS pursuant hereto, provided that the source of such information was not known by the Buyer to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to IBS or any other party with respect to such information, or
 3. becomes available to the Buyer on a non-confidential basis from a source other than IBS, provided that such source is not bound by a confidentiality agreement or other contractual legal or fiduciary obligation of confidentiality to IBS or any other party with respect to such information.
4. **Non-Circumvention.** For a period of two (2) years from the date of this agreement, the Buyer irrevocably agrees to not circumvent, avoid or bypass IBS, either directly or indirectly, to communicate or negotiate with the owner or sellers

- of the Business, any guarantor, lender or its loan participants, tenants, ground lessor or their subtenants, employees, or any of their representatives relative to the Business without the prior written consent of IBS. The Buyer further agrees that, as a condition of receiving the Confidential Information from IBS, any offer to purchase or otherwise acquire an interest in the Business by any means shall be presented through IBS. Should the Buyer breach this provision, and such breach results in a sale, merger, joint-venture, lease, exchange or acquisition by any other means of any portion of any interest in the Business, premises or property covered by this agreement, the Buyer agrees to pay IBS its standard commission (10% of purchase price or \$10,000, whichever is greater). It is further agreed and understood that the terms of this Agreement shall also apply to any and all other businesses for which IBS may supply to Buyer such confidential information.
5. **Representation and Warranties.** The Buyer hereby agrees that IBS shall not have any liability to the Buyer and their representatives relating to or resulting from the use of the Confidential Information. Recipient further represents; and warrants that he has express agency powers from the Buyer for the purposes of this Agreement, and acknowledges that this Agreement shall in no manner be deemed to be either a brokerage agreement or option to purchase, with no obligation for commission or other fee being created hereby. Any such agreement will be documented separately.
 6. **Agency:** The Buyer further acknowledges that IBS as Broker first introduced the above-listed Business(es) to Buyer. Buyer agrees to conduct all further inquiries into the herein listed Businesses exclusively through the IBS office as your Broker of record. You hereby agree to conduct all negotiations associated with the herein listed Business(es) exclusively through the IBS office as Broker.
 7. **Attorney's Fees:** In the event that legal proceedings are brought to enforce the terms of this Agreement or to establish damages for the breach of this Agreement, then the prevailing party shall be entitled to reasonable attorney's fees and costs incurred thereby.
 8. **Interpretation.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Hawaii without regard to the principles of conflicts of law. It is agreed that this agreement has been negotiated, entered into and is to be performed on island of Kauai, County of Kauai, State of Hawaii. Legal venue shall be the County of Kauai.
 9. **Entire Agreement.** The parties acknowledge and agree that this Agreement is the entire agreement with respect to the Confidential Information disclosed hereunder, and that no other representations, warranties or promises relating to such information have been made by either party to the other. No modification of this Agreement shall become effective unless in writing, dated and signed by both parties.

**INVESTOR/BUYER NET WORTH STATEMENT
STRICTLY CONFIDENTIAL**

"Do Not use commas, dollar signs or other characters. Totals will be calculated on the following page"

ASSETS:

Cash on hand and in banks (checking, savings, CD's, etc)	<input type="text"/>
U.S. Government Securities	<input type="text"/>
Accounts, Loans, and Notes Receivable	<input type="text"/>
Cash Surrender Value of Life Insurance	<input type="text"/>
Annuities	<input type="text"/>
Retirement Funds (pensions, profit sharing plans, IRAs, SEPS, 401K)	<input type="text"/>
Value of Business owned	<input type="text"/>
Other Stocks and Bonds	<input type="text"/>
Real Estate	<input type="text"/>
Automobiles	<input type="text"/>
Household Furnishings & personal property	<input type="text"/>
Other assets not itemized above	<input type="text"/>

Liabilities:

Credit Card Debt	<input type="text"/>
Student Loans	<input type="text"/>
Tax obligations	<input type="text"/>
Spousal/Child Support obligations	<input type="text"/>
Notes, loans or accounts payable	<input type="text"/>
Judgments	<input type="text"/>
Liens on real estate	<input type="text"/>
Liens on automobiles	<input type="text"/>
Other Obligations	<input type="text"/>

SOURCES OF INCOME:

Salaries	<input type="text"/>
Dividends and Interest	<input type="text"/>
Bonus and Commissions	<input type="text"/>
Real Estate Income	<input type="text"/>
Other Income	<input type="text"/>

