

Important Instructions Regarding the Non Disclosure Agreement (“NDA”) on the Next Two Pages

1. Write the business opportunity number(s) and opportunity title(s) in the table on the first page of the Non Disclosure Agreement (NDA). These can be found on the following web page:
www.vrhi.com/buying_a_business/established_businesses_for_sale.aspx.
The title is the bold hyperlinked heading that begins the information on the business description.
2. Each NDA only covers the businesses specifically identified on page one of the form.
3. Please write legibly and provide all the information requested about you on the second page, including the requested information about liquid net worth. If you have a net worth far in excess of what is required to acquire the business, and don't want to disclose that, feel free to state your net worth as “more than \$_____”, where in the blank you write a number that is reasonably sufficient to acquire the largest off the businesses you are interested in. Generally speaking, sellers prefer to see a net worth at least equal to 50-100% of the purchase price. (e.g., if your net worth was \$10MM but you want to keep that private, and are inquiring on a business worth \$800K, you may write “more than \$600K” on the net worth line.)
4. Be prepared to substantiate your stated net worth during the due diligence process, after a purchase agreement is reached, just as the seller must be able to substantiate its earnings representations.
5. Please fax BOTH pages of the NDA to 866 (*not 808*) 373-3035, or scan and email to admin@vrhi.com.
6. Please keep a company of your completed NDA handy. In the future, if you see another business of interest, you can simply add the opportunity number(s) and title(s) of the additional business(es) into the table on the first page of your completed NDA and resend BOTH pages, saving you from having to complete the whole NDA again.

Mahalo!



NON DISCLOSURE AGREEMENT

Fax Attention To:

(VR Agent Name if Known)

This Non Disclosure Agreement is entered into between Kahala Business Services, Inc, dba VR Mergers and Acquisitions (“VR”) and the undersigned prospective buyer (“Buyer”) of the following business entity(ies) (“Business”) offered for sale through VR:

**Buyers:
Write in
Opportunities
Of Interest in
This Table→**

VR Oppty ID #	VR Opportunity Title/ Headline

VR and Buyer may be referred to herein collectively as “Parties” and each individually as “Party.” Buyer has requested access from VR to confidential information about Business to determine whether to purchase Business. VR will make available to Buyer confidential information relating to Business for that purpose, subject to Buyer’s execution of and full compliance with this Agreement. In consideration of Buyer being granted the opportunity to review that information, VR and Buyer agree as follows:

- CONFIDENTIAL INFORMATION.** “Confidential Information” means all information about Business unavailable to the general public, including without limitation (a) any information about Business’s property (real and personal, tangible and intangible), finances, marketing, sales, operations, customers, owners, management, employees, suppliers, equipment, intellectual property, trade secrets, and licenses of Business; (b) that Business is for sale, and (c) that Buyer is considering purchasing Business. “Confidential Information” shall include all of the information in clause above, regardless of (i) the form it appears or medium it is stored, (ii) the method of disclosure to Buyer, or (iii) date and time of disclosure to Buyer.
- PURPOSE.** Buyer agrees its review of Confidential Information must be only to determine whether to purchase or invest in Business, and for no other purpose. Buyer agrees never to use Confidential Information in any way to compete directly or indirectly with Business or in its own business or operations.
- NON-DISCLOSURE.** Buyer agrees that Confidential Information, at all times, (a) must be kept in strict confidence by Buyer and be protected by Buyer, (b) must not be used by Buyer to detriment of Business or for Buyer’s gain through competition with Seller, and (c) must not be used by or transferred, sold, or disclosed to any third party, except that Buyer may disclose Confidential Information to Buyer’s spouse, co-investors, accountants, attorneys, or other professional advisors (collectively “Advisors” each an “Advisor”) for the limited purpose of Advisors’ advising Buyer on Buyer’s purchase or investment in Business. If Buyer discloses Confidential Information to an Advisor, then Buyer must advise that Advisor of the requirements of this Section 3, and Buyer assumes full legal responsibility if that Advisor breaches those requirements just as if Buyer itself had breached those requirements. This Section 3 is intended for the benefit of the owner(s) of Business (“Seller”), and the Parties intend Seller to be a third party beneficiary of this Agreement with respect to this Section 3. As such intended third party beneficiary, Seller may sue Buyer to enforce the terms of this Section 3 or to recover damages for breach of this Section 3. If Buyer breaches any of the covenants and agreements contained in Section 3, then Seller or VR will have the right to commence legal proceedings and will have the right, in addition to any action for damages, to seek specific performance (including injunctive relief) of the covenants and agreements contained in Section 3, *without* the requirement of posting a bond. In any equitable action, the prevailing Party will be entitled to collect its court costs and reasonable attorney fees. The covenants and agreements contained in Section 3 will remain in effect following the termination or expiration of this Agreement.
- NON-CIRCUMVENTION.** For two (2) years from the date of this Agreement, Buyer irrevocably agrees not to circumvent or bypass VR, or communicate or negotiate with Seller, or any entity or person having a business relationship with Seller (including without limitation Business’s owners, members, officers, directors, managers, landlords, lessors, lessees, employees, suppliers, clients), without VR’s prior written consent. Buyer further agrees that, as a condition of receiving Confidential Information from VR: (a) VR is the intermediary that introduced Business to Buyer, (b) Buyer shall conduct all further inquiries into Business exclusively through VR, (c) Buyer must present any offer to purchase or acquire an interest or invest in Business by any means through VR. If Buyer breaches this Section 4, and Buyer’s breach results in Buyer acquiring any kind or degree of ownership in Business (whether wholly or partly, legally or beneficially, directly or indirectly), or results in any part of the Business or any Business’s assets being transferred to Buyer by any means (including without limitation sale, merger, reorganization, combination, share exchange, joint venture/partnership, lease, exchange, or acquisition), then Buyer agrees to pay VR its standard commission. If Buyer is or plans to become a business intermediary, Buyer and Buyer’s Brokerage Company agree not to contact, solicit, or list for sale the Subject Business for a period of two (2) years from this date. Buyer agrees to present any offers to purchase Business on VR’s forms. Buyer agrees that a Hawaii licensed escrow company shall be engaged to manage the closing of any sale of Business, and that if Buyer purchases Business outside of escrow, Buyer will pay Intermediary \$10,000 to compensate for Intermediary’s increased risk.
- VERIFICATION OF INFORMATION.** Buyer understands, acknowledges, and accepts that (a) Seller provides all information regarding any Business offered for sale, or sources identified by Seller, and (b) such information is not verified in any way by

VR. VR has no knowledge of the accuracy of any information provided to Buyer, and VR makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. Buyer shall be responsible to make an independent verification of said information before entering into an agreement with Seller to purchase Business. Buyer agrees to indemnify, defend, and hold VR and its agents harmless for any claims or damages that may occur by reason of the inaccuracy or incompleteness of any information provided to Buyer with respect to Business, and to include provisions, provided by Intermediary and indemnifying Intermediary, in any offer to purchase Business. In the event of any judgment, award, or arbitration decision resulting from such claims, Buyer agrees that the maximum liability of VR and its agents shall be limited to the amount of the commission that VR received as a result of Buyer purchasing Business from Seller.

6. **AGENCY DISCLOSURE.** VR is an Agent for the Seller, and has a fiduciary duty to the Seller. As a Buyer, you are an important customer of VR and VR has an obligation to treat you fairly and honestly, answer questions accurately and to the best of our knowledge, and to disclose all material facts about the property that are known to us. We can refer you to accountants, attorneys, agents and other advisors who can represent you in a transaction.
7. **ASSUMPTION OF RISK.** Buyer acknowledges that buying Business involves great risk. Buyer accepts sole responsibility for Buyer’s decision to buy Business, and Buyer agrees to rely solely on Buyer’s own independent investigation of Business. VR has advised Buyer to seek independent legal, accounting, and other professional advice before making a purchase decision.
8. **PERSONAL GUARANTEE.** If Buyer is a business entity, the undersigned officer or agent acknowledges that he/she has full authority to enter into this Agreement for Buyer, and further agrees to be personally bound by the terms and conditions stated herein, including without limitation to personal liability for commissions that may be due and payable under Section 4 above, or damages resulting from disclosure of confidential information as provided in Section 3 above.
9. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the Parties concerning the subject matter hereof, and it must be deemed a fully integrated contract between them. This Agreement supersedes all prior and contemporaneous agreements, representations, and undertakings by or between the Parties, if any. No provision of this Agreement may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of the amendment, change, waiver, discharge, or termination is sought.
10. **SEVERABILITY.** If any part of this Agreement is void, voidable, invalid, or unenforceable, for any reason, then this Agreement will then be considered divisible as to such part with the remainder of the Agreement remaining as valid and binding as though such part were not included in this Agreement.
11. **GOVERNING LAW.** This Agreement was made (and will be deemed to have been made) in the State of Hawaii, and the validity of this Agreement, and the construction, interpretation, and enforcement thereof, and the rights of the parties thereto must be determined under, governed by, and construed in accordance with the internal laws of the State of Hawaii, without regard to conflicts of law rules of the state in which suit is initiated pertaining to this Agreement.
12. **SUFFICIENT LIQUID NET WORTH.** The Buyer warrants that Buyer has a Liquid Net Worth of at least _____, the minimum financial resources necessary to complete an acquisition of Business. Buyer agrees to provide, upon request by VR or Seller, evidence proving financial sufficiency to complete a transaction upon the terms & conditions set forth in an offer to purchase or letter of intent.

BUYER (Complete this section...legibly!)

Name & Title

Business/Entity Legal Name (if applicable)

\$ _____

Liquid Net Worth (defined to include cash, bank accounts, CDs, stocks & bonds of public companies, home equity, retirement funds, and cash value of other assets, if any, Buyer is willing and reasonably able to sell or borrow against within three (3) months, minus any and all debts and liabilities.

Industry You are Working in Currently (Important)

Buyer Signature

Date

Address

City, State & Zip Code

Phone

Email (important—profile to be sent here)

Fax

INTERMEDIARY

VR Agent Printed Name

VR Agent Signature

Date

Kahala Business Services, Inc.
1221 Kapiolani Blvd, PH60
Honolulu, HI 96825
Phone: (808) 597-1101
Fax: (866-not 808) 373-3035
www.vrhi.com

Please fax **BOTH PAGES** of the completed form to (866-not 808) 373-3035 and the Confidential Business Profile(s) will be emailed to you.