



The Biz X-Change™ by Business Mission Asia Co., Ltd.
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NON-DISCLOSURE & BUYER REGISTRATION

CLIENTS MUST BE REGISTERED WITH BUSINESS MISSION ASIA COMPANY LIMITED ("BMA") PRIOR TO BMA SUBMITTING DATA ON BUSINESS/PROPERTY, YOU AND YOUR PROSPECT MUST EXECUTE NON-DISCLOSURE AND BUYER REGISTRATION.

I, We _____

_____ understand and agree that any and all information regarding business, business location, business concept or any other type of business opportunity, enterprise or Client company ("Client"), including property, that is presented to me/us by BMA is done so in the strictest of confidence. This Agreement begins retroactively to the beginning of my/our relationship with BMA and remains in effect at all times during any consulting, partnering or other business relationship with BMA and continues for one (1) year after the last recorded contact.

I/We understand and agree not to at any time directly or indirectly, use, disclose, deliver, discuss, duplicate, reproduce, or share the information to any other person who has not also signed this Agreement, including family members (with the exception of spouse) except to secure the advice and recommendations of business advisors (accountants, attorneys, etc.). The Confidential Information includes but is not limited to proprietor details, financial statements and records, tax filings, accounting records, marketing strategies, inventions, technical information, supply sources, pricing data, customer lists, benchmarks, performance standards, trademarks, trade secrets, recipes, contact details, patents, etceteras.

I/We agree to protect the information that is disclosed to me/us, and I/we confirm and agree that I/we shall not use the information for any other purpose than considering the presented business for purchase. I/We understand and agree that any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the business and their owners. The use of confidential information for any purpose other than to determine Buyer's

possible acquisition of property is expressly prohibited. It is also agreed that any unauthorized disclosure will constitute a material breach. I/We agree and acknowledge that the information presented to me/us has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by BMA and its Clients to maintain its secrecy and confidentiality.

I/We agree not to visit the premises or contact the business owners or their landlord, employees, suppliers or customers **except through BMA**. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by the Transfer Agent will be conducted exclusively through BMA. I/We understand that all deposits shall be held by BMA in escrow account on behalf of Seller.

In consideration of the information furnished to me on places of business as being available for sale or lease, I/we agree that should I/we buy, lease or come into possession of any of them within one (1) year from the date shown below, that I/we will protect BMA's right to a Service Fee. I/We understand that BMA has a listing agreement or contract with the owner or their authorized agent, of the places of business listed below which provides for a Service Fee payment. I/We agree to comply with any BMA's instructions relating to the Purchase of Business listed with BMA as stated below. I/We understand that if I/we interfere in any way with BMA's contractual right to a Service Fee from the Seller, I/we may be personally liable for the payment of that Service Fee. I/We understand that should I/we become a manager or connected with any of the businesses listed or should I/we buy, lease or rent the premises listed below, then a Service Fee will be due to BMA. I/We understand that a Service Fee is due if negotiations have commenced or I/we have seen the business during the listed period even if the listing becomes inactive.

INSTRUCTIONS to PURCHASE a BUSINESS

This is to confirm that the Buyer acknowledges to the BMA's Instructions as mentioned below.

The Biz X-Change™ by BMA is pleased to assist the Buyer find a prospect business provided that its terms and conditions of instructions to purchase a business are acknowledged and agreed.

The Biz X-Change™ shall do its best to present the Buyer with as many potential businesses as possible. However, there is no obligation for any customers to buy or make an Offer on any business shown. In addition, the Biz X-Change™ would like to make the Buyer aware of its procedures in relation to purchase a business as follows.

1. The Biz X-Change™ has entered into a contract with all sellers to maintain confidentiality on all of the Seller's information.
2. Every seller has agreed to sell its business through the Agent (the Biz X-Change™), which basically states all processes shall be managed by and through the Biz X-Change™. It is agreed that an Offer to Purchase shall be represented to the Seller after it is made in writing and accompanied with a deposit. Any Buyer who is interested in a business listed with the Biz X-Change™ must deposit at least 10% of the Offering Price paid directly to the Agent's escrow account

for the safety of BOTH parties (ie. the Buyer and Seller). **Without a deposit, there can be NO OFFER.**

3. No Buyer shall make an offer directly to the Seller. All offers must go through the Agent (The Biz X-Change™).
4. No Buyer shall make a deposit directly to the Seller, but only to the Agent to be held in trust.
5. In case that the offer is rejected, the deposit will be refunded to the Buyer at his/her request within 48 hours on demand, unless banking holidays interfere. In case that the Buyer intends to make another offer either on the same or another business, he/she may choose to leave the deposit in escrow with the Biz X-Change™.
6. In case that the Seller accepts the offer, such 10% shall become a part of the Purchase Price and shall not be refunded, unless contingencies to the Offer to Purchase are not met.
7. When agreed to the offer, the Buyer shall further pay the additional 20% deposit pending the closing of the sale, and the remaining 70% shall be paid at the closing date, which is the date of business transfer, unless otherwise agreed.
8. All deposit monies are fully refundable if reasonable contingencies in the Offer to Purchase are not met.

The undersigned Buyer has carefully and fully read and understood the procedures in doing business with the Biz X-Change™, then affix his/her signature on this _____ day of _____, 200_____ in _____

BUYER:

Signed: _____
 Name [Print]: _____
 Address: _____

 Contact No: _____
 Email: _____

 Transfer Agent: _____

Signed: _____
 Name [Print]: _____
 Address: _____

 Contact No: _____
 Email: _____