

## **California Association of Business Brokers Professional Service since 1987**

Bkr	Date	

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BUYER'S ACKNOWLEDGEMENT OF INTRO	DUCTION AND CONFIDE	NIIALIIY AGREEMENI
The undersigned Buyer, individually and on behalf of any a following business:	affiliated prospective buyer, acknowle	edges being first introduced to the
("Business") (Listing ID#:), by Broker or its age Information about the Business. Such Confidential Information purchase by Buyer of all or part of the Business. As used ir undersigned and any partnership, corporation, individual or other	shall be provided to Buyer for the sol n this agreement ("Agreement"), the	term Buyer ("Buyer") applies to the
1. <b>NON-DISCLOSURE OF INFORMATION:</b> Buyer acknowled confidentiality of the information disclosed. Buyer agrees not the prior written consent of Seller, to anyone other than Buyer's led disclosure or access is necessary for Buyer to evaluate the Exparties only in connection with the potential acquisition of the Buthe confidentiality of such Confidential Information. Buyer shall neither Buyer nor these parties shall use or permit the use of required for Buyer to evaluate the Business or as may be required the close of negotiations, will destroy or return to Broker (at accept, reproduction or record thereof.	to disclose or permit access to any object of counsel, accountants, lenders of Business. Disclosure of Confidential Business, and then only if these partiel be responsible for any breach of the Confidential Information in any marked by legal process. If the Buyer doe	Confidential Information, without the or other agents or advisors to whom Information shall be made to these understand and agree to maintain Agreement by these parties, and an er whatsoever, except as may be not purchase the Business, Buyer
2. <b>DEFINITION OF "CONFIDENTIAL INFORMATION":</b> The total that the Business is for sale, all financial, production, manufacturing procedures, correspondence, processes, data whether written, oral, or otherwise made known to Buyer: (a) assets, liabilities, processes or production methods of Seller; employees, agents, suppliers, customers or representatives; (confidential laft agents and selection of the second selection of the second selection.	keting and pricing information, busing, contracts, customer lists, employed from any inspection, examination or (b) from communication with Seller conduction visits to Seller's premises; of	iness methods, business manuals ee lists and any other information other review of the books, records or Seller's broker, directors, officers r (d) through disclosure or discover
in any other manner. However, Confidential Information does not a. BUYER'S RESPONSIBILITY AND DISCLAIMER OF BR. Business from the Seller which may include, but is not limited Based on information provided by sellers, brokers often prepar projection, an adjusted income statement or a seller discretional or verify any information given to Broker or make any warrant guarantee future business performance. Buyer is solely resperinancial statements, tax returns and any other facts which might Any decision by Buyer to purchase the Business shall be based other advisors and not that of Broker.	OKER'S LIABILITY: The Brokers had to, tax returns, financial statements are a summary description of the busing cash flow statement. Buyer understy or representation as to its accurate consible to examine and investigate that influence Buyer's purchase decision	ave received information about the , equipment lists and facility leases ness which may include a cash flow stands that the Broker does not audicy or completeness, nor in any way the Business, its assets, liabilities in or the price Buyer is willing to pay
4. <b>NON-CIRCUMVENTION AGREEMENT:</b> The Seller has enteroker if, during the term of that agreement or up to twenty-four the listing broker or a cooperating broker. Buyer shall conduct a and shall not directly contact the Seller or the Seller's representerest in, or become affiliated in any capacity with the Busines to a fee, Buyer shall be liable to the listing broker and the cooperattorney's fees and costs.	ir months thereafter, the Business is all inquiries into and discussions abou ntatives. Should Buyer purchase all on ss without Broker's participation, or in	transferred to a buyer introduced b it the Business solely through Broke or part of the Business, acquire an any way interfere with Brokers' righ
5. <b>FURTHER TERMS:</b> Neither Buyer nor Buyer's agents will corrotherwise observe the Business, without Seller's consent. For any employees of Seller. Broker may act as a dual agent respecifically intended to be beneficiaries of the duties and obligatine necessary to enforce its terms and conditions as though a part Broker and Buyer. Waiver of any breach of this Agreement shat all prior understandings or agreements between the parties with and governed by the laws of the State of California. The venue the county in which the office of the listing broker is located. Its signatures may be considered as originals. If Buyer is a corp Agreement on behalf of Buyer and warrants that he/she is ducopy of this Agreement.	or three years, Buyer shall not directly epresenting both Buyer and Seller. Actions of this Agreement and may protey hereto. This Agreement can only built not be a waiver of any subsequent of the respect to its subject matter. This After any action instituted to enforce an This Agreement may be signed in concoration, partnership or other such elements.	ly or indirectly solicit for employmer Seller and Seller's successors an secute any action at law or in equit e modified in writing, signed by both breach. This Agreement supersede Agreement shall be construed under by terms of the Agreement shall be in counterparts and faxed and electronic ntity, the undersigned executes thi
Signature Date	Name (print)	Title
Company	Email Address	Telephone
Street Address	Broker or Broker's Agent (print)	

Broker's Email

City, State, ZIP

Fax