

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

Bkr	Date	

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BUYER'S ACKNOWLEDGEMENT OF INTR	ODUCTION AND CONFIDE	INITIALITY AGREEMENT
The undersigned Buyer, individually and on behalf of any following business:	affiliated prospective buyer, acknow	ledges being first introduced to the
("Business") (Listing ID#:), by Broker or its ag Information about the Business. Such Confidential Informatio purchase by Buyer of all or part of the Business. As used undersigned and any partnership, corporation, individual or otl	on shall be provided to Buyer for the so in this agreement ("Agreement"), the	term Buyer ("Buyer") applies to the
1. <b>NON-DISCLOSURE OF INFORMATION:</b> Buyer acknown confidentiality of the information disclosed. Buyer agrees not prior written consent of Seller, to anyone other than Buyer's disclosure or access is necessary for Buyer to evaluate the parties only in connection with the potential acquisition of the the confidentiality of such Confidential Information. Buyer shall use or permit the use required for Buyer to evaluate the Business or as may be required to the close of negotiations, will destroy or return to Broker (acopy, reproduction or record thereof.	t to disclose or permit access to any legal counsel, accountants, lenders are Business. Disclosure of Confidential Business, and then only if these particular be responsible for any breach of tof Confidential Information in any maurired by legal process. If the Buyer documents	Confidential Information, without the or other agents or advisors to whom Information shall be made to these es understand and agree to maintain his Agreement by these parties, and anner whatsoever, except as may be so not purchase the Business, Buyer
2. <b>DEFINITION OF "CONFIDENTIAL INFORMATION":</b> The that the Business is for sale, all financial, production, mathematical procedures, correspondence, processes, daily whether written, oral, or otherwise made known to Buyer: (a assets, liabilities, processes or production methods of Seller employees, agents, suppliers, customers or representatives; in any other manner. However, Confidential Information does	arketing and pricing information, bus ata, contracts, customer lists, employ a) from any inspection, examination on c; (b) from communication with Seller (c) during visits to Seller's premises; of	siness methods, business manuals yee lists and any other information r other review of the books, records or Seller's broker, directors, officers or (d) through disclosure or discover
3. BUYER'S RESPONSIBILITY AND DISCLAIMER OF B Business from the Seller which may include, but is not limite Based on information provided by sellers, brokers often prep projection, an adjusted income statement or a seller discretior or verify any information given to Broker or make any warra guarantee future business performance. Buyer is solely restinancial statements, tax returns and any other facts which mi Any decision by Buyer to purchase the Business shall be baother advisors and not that of Broker.	ROKER'S LIABILITY: The Brokers led to, tax returns, financial statements hare a summary description of the bush hary cash flow statement. Buyer under anty or representation as to its accurate sponsible to examine and investigate the influence Buyer's purchase decisions.	have received information about the s, equipment lists and facility leases iness which may include a cash flow stands that the Broker does not audi acy or completeness, nor in any way the Business, its assets, liabilities on or the price Buyer is willing to pay
4. <b>NON-CIRCUMVENTION AGREEMENT:</b> The Seller has ebroker if, during the term of that agreement or up to twenty-for the listing broker or a cooperating broker. Buyer shall conduct and shall not directly contact the Seller or the Seller's representerest in, or become affiliated in any capacity with the Busing to a fee, Buyer shall be liable to the listing broker and the contact of the self-busing business and the self-business and t	our months thereafter, the Business is t all inquiries into and discussions abous sentatives. Should Buyer purchase all less without Broker's participation, or in	transferred to a buyer introduced but 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 or otherwise observe the Business, without Seller's consent. any employees of Seller. Broker may act as a dual agent specifically intended to be beneficiaries of the duties and oblig necessary to enforce its terms and conditions as though a particle Broker and Buyer. Waiver of any breach of this Agreement shall prior understandings or agreements between the parties wand governed by the laws of the State of California. The venual the county in which the office of the listing broker is located signatures may be considered as originals. If Buyer is a confidence of the listing broker is a confidence on behalf of Buyer and warrants that he/she is done of the listing broker.	For three years, Buyer shall not direct representing both Buyer and Seller gations of this Agreement and may prearty hereto. This Agreement can only be nall not be a waiver of any subsequent with respect to its subject matter. This is for any action instituted to enforce at This Agreement may be signed in corporation, partnership or other such experience.	tly or indirectly solicit for employmer. Seller and Seller's successors an osecute any action at law or in equit be modified in writing, signed by both breach. This Agreement supersede. Agreement shall be construed underny terms of the Agreement shall be in ounterparts and faxed and electronicentity, the undersigned executes this
Signature Date	Name (print)	Title
Company	Email Address	Telephone
Street Address	Broker or Broker's Agent (print)	)

Broker's Email

City, State, ZIP

Fax