



California Association of Business Brokers
Professional Service since 1987

Table with 2 columns: Bkr, Date

This form has been provided by the California Association of Business Brokers for the exclusive use of its members. A list of current members is available at www.cabb.org.

BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned Buyer, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the following business:

("Business") (Listing ID#: _____), by Broker or its agent _____ ("Broker") and requests Confidential Information about the Business. Such Confidential Information shall be provided to Buyer for the sole purpose of evaluating the possible purchase by Buyer of all or part of the Business.

1. NON-DISCLOSURE OF INFORMATION: Buyer acknowledges that the owner of the Business ("Seller") desires to maintain the confidentiality of the information disclosed. Buyer agrees not to disclose or permit access to any Confidential Information, without the prior written consent of Seller, to anyone other than Buyer's legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral, or otherwise made known to Buyer.

3. BUYER'S RESPONSIBILITY AND DISCLAIMER OF BROKER'S LIABILITY: The Brokers have received information about the Business from the Seller which may include, but is not limited to, tax returns, financial statements, equipment lists and facility leases. Based on information provided by sellers, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement or a seller discretionary cash flow statement.

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to the listing broker if, during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by the listing broker or a cooperating broker.

5. FURTHER TERMS: Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords, or suppliers, nor linger, or otherwise observe the Business, without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller.

Signature _____ Date _____

Name (print) _____ Title _____

Company _____

Email Address _____ Telephone _____

Street Address _____

Broker or Broker's Agent (print) _____

City, State, ZIP _____

Broker's Email _____ Fax _____