Print your name: _____ Fax to @ 408-521-0995

ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being introduced to the business identified herein by **California Business Broker.** **The undersigned request information on the following business**: **_____** ("Business"). Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller of said Business for the possible purchase by the undersigned of all or part of the stock or assets of the Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity which the undersigned is affiliated. The undersigned agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. ***The undersigned 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 advisors to whom disclosure or access is necessary for Buyer to evaluate the Business, provided that they are not one of Seller's employees, customers, landlords, suppliers, or competitors.*** Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

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: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communications with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises; or, (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY: When business brokers take a business to market, they receive information about the business from the Seller, usually including, but not limited to, tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include cash flow projections, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. Broker urges Buyer to obtain independent legal and tax counsel.

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to 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 listing broker or a cooperating broker. ***Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives***. Should Buyer purchase all or part of the stock or assets of the Business, acquire any interest in, or become affiliated in any capacity with the Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and cost.

5. FURTHER TERMS: ***Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords, competitors or suppliers 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. Seller is specifically intended to be a beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of the Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supercedes all prior understandings or agreements between the parties with respect to its subject matter. This agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

Buyer Signature **Date**	**Buyer Name (Please Print)** **Date**
Company	**Telephone** **Fax**
Street Address	**Cell Telephone**
City, State, ZIP	**E-MAIL Address**

BUYER PROFILE FOR: _____ Email: _____

Please Print Name

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Fax: _____ Cell Phone: _____

How did you hear about us? _____ If Internet, which website? _____

We provide each seller the following confidential facts about you prior to releasing any information about their business.

BACKGROUND INFORMATION:
Are you currently employed? _____ If so, in what industry and what position_____

_____

Please list the types of business sought:

_____

Geographic Location/Area Desired?

_____

What is your timeframe to purchase? ☐ Immediate ☐ No hurry   How long have you been looking? _____

What is the maximum cash you have available to invest? _____

What industry experience or qualifications do you have?

___

Would you work in the business ☐ Full-time ☐ Part-Time

Would a family member/spouse be working in the business? _____

Place a check mark beside each business category that interests you:

☐ Manufacturing	☐ Any Business that can be relocated
☐ Distribution	☐ Retail
☐ Computer/Hi Technology/Sciences	☐ Services: postal, copy centers, tax prep.
☐ Absentee Ownership	☐ Restaurant /Fast Food
☐ Turnaround Situations	☐ Gas Stations/Mini Marts/Car Washes
☐ New or Existing Successful Franchises	☐ Dry Cleaning
☐ Any Business which receives cash payments	☐ Home Based Business

List 2 things that are important to you about any business you might consider buying:

1._____

2._____