



Table with 2 columns: Bkr, Date

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BUYER ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned Buyer acknowledges being first introduced to the business described as... ID#... ("Business"), by broker... and requests Confidential Information (as defined below) 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.

Buyer agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: Buyer acknowledges that the owner of the Business ("Seller") desires to maintain the confidentiality of the Confidential Information (as defined below). Buyer agrees not to disclose or permit access to any Confidential Information, whether provided before or after execution of this Agreement, 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 (collectively "Buyer Contacts").

2. DEFINITION OF CONFIDENTIAL INFORMATION: The term "Confidential Information" shall mean, in the broadest possible sense, all confidential, proprietary and trade secret information including, without limitation, the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, know-how, inventions, technical information, procedures, computer programs and systems, techniques, marketing plans and strategies, product or service information, research and product development results, customer and supplier lists and information.

3. BUYER RESPONSIBILITY AND DISCLAIMER OF BROKER LIABILITY: 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. Buyer understands that brokers do not audit or verify any information given to them or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance.

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to the Seller's 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 Seller's broker or a buyer's broker. Buyer shall conduct all inquiries into and discussions about the Business solely through the broker identified above and shall not directly contact the Seller or the Seller's representatives without written authorization by the Seller's broker.

Buyer Initials

Business Description: \_\_\_\_\_ ID# \_\_\_\_\_

5. **FURTHER TERMS:** For a period of three years, Buyer will not contact Seller's employees, customers, landlords or suppliers, or otherwise observe the Business, without Seller's consent, nor shall Buyer directly or indirectly solicit for employment any employees of Seller. Seller and Seller's successors are specifically intended to be beneficiaries 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. This Agreement can only be modified in writing, signed by both Buyer and Seller or Seller's broker. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes 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. The venue for any action instituted to enforce any terms of the Agreement shall be in the county in which the Business is located. Buyer acknowledges that it would be extremely difficult to measure the amount of damages to Seller arising from a breach or threatened breach of any provision of this Agreement, and that money damages would be an inadequate remedy. Seller shall be entitled to temporary and permanent injunctive relief to restrain the Buyer from any such breach or threatened breach. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. If Buyer is a corporation, partnership or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he or she is duly authorized to do so. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees and court costs, in addition to such other relief as may be awarded. Buyer acknowledges receipt of a fully completed copy of this Agreement.

**BUYER**

\_\_\_\_\_  
Name (print) Title Signature Date

\_\_\_\_\_  
Buying Entity Email

\_\_\_\_\_  
Street Address Phone

\_\_\_\_\_  
City, State, Zip

**COMPLETE AND RETURN BOTH PAGES OF THIS AGREEMENT TO:**

\_\_\_\_\_  
Broker CalBRE Lic.#

\_\_\_\_\_  
Broker's Agent CalBRE Lic.#

\_\_\_\_\_  
Email Fax