

## **California Association of Business Brokers**

**Professional Service since 1987** 

Bkr	Date

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## BUYER ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned Buyer acki	nowledges being first i	introduced to the business de	escribed as
	ID#	("Business"), by broker	
and requests Confidential In	formation (as defined	below) about the Business.	Such Confidential Information shall be provided
			of all or part of the Business. As used in this
agreement ("Agreement"), the	he term Buyer applies	s to the individual executing	this Agreement and any entity on whose behal-
the individual is executing the	nis Agreement.		
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"). Disclosure of Confidential Information shall be made to the Buyer Contacts only in connection with the potential acquisition of the Business, and then only if the Buyer Contacts understand and agree to maintain the confidentiality of such Confidential Information. Buyer shall be responsible for any breach of this Agreement by the Buyer Contacts, and neither Buyer nor the Buyer Contacts shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business. If the Buyer does not purchase the Business, Buyer or Buyer's broker, at the earlier of the close of negotiations or within seven days of written demand by Seller or Seller's broker, will destroy or return to Seller or Seller's broker all information provided to Buyer and will not retain any copy, reproduction or record thereof. Notwithstanding the foregoing, Buyer may disclose Confidential Information pursuant to any governmental, judicial or administrative order, subpoena or discovery request, provided that Buyer uses reasonable efforts to notify Seller sufficiently in advance of Buyer's response, so that Seller may seek to object to such order, subpoena or request.
- 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. Confidential Information shall not include information that: (a) at the time of disclosure is in the public domain through no fault of, action or failure to act by Buyer; (b) becomes known to Buyer through a third-party source without violation of any obligation of confidentiality or any other wrongful act; (c) which Buyer can establish was independently known or developed by Buyer without use of any Confidential 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. 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 purchase decision 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 and not that of brokers.
- 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. Should Buyer or any person or entity affiliated with Buyer purchase all or part of the Business, acquire any interest in, or become affiliated in any capacity with the Business without the involvement of the broker(s) or in any way interfere with either broker's right to a fee, Buyer shall be liable to the broker(s) for such fee.

**Buyer Initials** 

Business Description:		ID#	
5. <b>FURTHER TERMS:</b> For a period suppliers, or otherwise observe the Employment any employees of Seller. Sand obligations of this Agreement and conditions as though a party hereto. The Seller's broker. Waiver of any breach of supersedes all prior understandings or shall be construed under and governed any terms of the Agreement shall be in extremely difficult to measure the amout this Agreement, and that money dampermanent injunctive relief to restrain the incounterparts and faxed and electronic other such entity, the undersigned executed of so. In the event of any litigation to expense incurred, including reasonable Buyer acknowledges receipt of a fully continued.	Business, without Selle seller and Seller's succe I may prosecute any arthis Agreement can only of this Agreement shall agreements between the by the laws of the State of the county in which the county in which the county in the Buyer from any such a counter this Agreement on the enforce	r's consent, nor shall Buyer directlessors are specifically intended to be a ction at law or in equity necessary be modified in writing, signed by a not be a waiver of any subsequent he parties with respect to its subject the of California. The venue for any act and Business is located. Buyer acknowarising from a breach or threatened by dequate remedy. Seller shall be elebreach or threatened breach. This A nosidered as originals. If Buyer is a composite of behalf of Buyer and warrants that he tot, the prevailing party shall be entitled out costs, in addition to such other respectives.	y or indirectly solicit for peneficiaries of the duties to enforce its terms and both Buyer and Seller or breach. This Agreement matter. This Agreement ction instituted to enforce wledges that it would be breach of any provision of ntitled to temporary and greement may be signed proporation, partnership or or she is duly authorized d to recover all costs and
BUYER			
Name (print)	Title	Signature	 Date
Buying Entity		Email	
Street Address		Phone	
City, State, Zip			
COMPLETE AND RETURN BOTH PA	AGES OF THIS AGREE	EMENT TO:	
Broker		CalBRE Lic.#	
Broker's Agent		CalBRE Lic.#	
Email		Fax	