

BUYER'S ACKNOWLEDGMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified Herein by: _____ Business ("Business").

Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Business for the possible purchase by the undersigned of all or part of the stock or assets of Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with 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 partners, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. 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 Seller 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, supplies, 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. **BUYER'S RESPONSIBILITY:** When a Seller makes his business available for sale the Buyer receives but not limited to tax returns, financial statements, equipment lists and facilities leases. The Seller may provide 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 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. **Seller urges Buyer to obtain independent legal and tax counsel.**

4. **FURTHER TERMS:** Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or supplies without Seller's consent. For three years, if Buyer declines to purchase the business, Buyer agrees to not directly or indirectly solicit for employment any employees of Seller. Seller is specifically intended to be the 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 Business. This Agreement can only be modified in writing, signed by both Seller and Buyer. 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 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 also warrants the Buyer is not an agent for the IRS, or any other agency or taxing authority. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

Signature Date

Name (Please Print) Title

Company

E-mail

Address

Phone

City, State, Zip

Agent Date