



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 BTI Group, Undral Gerelkhuu and requests Confidential Information (as defined below) about 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...

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

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:

BTI Group	01160661
_____	_____
Broker	CalBRE Lic.#
Undral Gerelkhuu	02052982
_____	_____
Broker's Agent	CalBRE Lic.#
undral@business-team.com	415-930-4289
_____	_____
Email	Fax



Donald Baum
 Director—Broker, JD, CBB ORDER 03025508
 BTI Group - Mergers / Acquisitions / Sales ORDER 03300663
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 Cell: 415-215-1330 Office Phone/Fax: 415-930-4670
don@donbaum.com
www.donbaum.com
<http://linkedin.com/in/donbaum>

CONFIDENTIAL INFORMATION FOR USE BY BTI GROUP ONLY

Name: _____ Email: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Business Phone: _____ Home Phone: _____ Private Fax: _____

BACKGROUND INFORMATION

Education: _____
 _____ College(s)

Degree(s): _____

Business Experience: _____ Sales _____ Manufacturing _____ Accounting
 (Check All That Apply) _____ Engineering _____ Finance _____ Service
 _____ Retail _____ Marketing _____ Distribution
 _____ Operations _____ Other (describe)

Industries: _____

Positions: _____

Present Employer: _____ Position: _____

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

Salary: \$ _____

Is there another decision-maker or partner who will be involved in new business? If so, who, and what is relationship? _____

TYPE(S) OF BUSINESSES PREFERRED

- A) _____
- B) _____
- C) _____

Cash Flow/Income required per year: \$ _____ Amount Reserved for Down payment: \$ _____

Reasons for purchasing business: _____

I would like to purchase a business by: _____
 (Date)

Additional Comments: _____

CONFIDENTIAL INFORMATION FOR USE BY BTI GROUP ONLY

Name: _____

Street: _____ City: _____ State: ___ Zip: _____

Home Phone: (____) _____ Cell: (____) _____ Business Phone: (____) _____

ASSETS

Cash on hand & in bank(s):

Bank Name #1: _____ \$ _____

Bank Name #2: _____ \$ _____

Bank Name #3: _____ \$ _____

U.S. Government Securities: _____ \$ _____

Accounts, Loans & Notes Receivable: _____ \$ _____

Cash Surrender Value Life Insurance: _____ \$ _____

Value of Business(es) Owned: _____ \$ _____

Other Stocks & Bonds: _____ \$ _____

Real Estate: _____ \$ _____

Automobiles: # _____ Value: _____ \$ _____

Household Furnishings and Personal Effects: _____ \$ _____

Other Assets (itemize): _____ \$ _____

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TOTAL ASSETS: \$ _____

LIABILITIES & NET WORTH

Notes Payable: _____ \$ _____

Liens on Real Estate: _____ \$ _____

Other Liabilities (itemize): _____ \$ _____

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TOTAL LIABILITIES: \$ _____

NET WORTH: \$ _____

SOURCE(S) OF INCOME

Salary: _____ \$ _____

Dividends & interest: _____ \$ _____

Bonus(es) & Commission(s): _____ \$ _____

Real Estate Income: _____ \$ _____

Other Income: _____ \$ _____

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TOTAL INCOME: \$ _____

The undersigned certifies that this information was provided by him/her and is true and correct.

Signature: _____

Date: ___/___/___

Donald Baum

Director—Broker, JD, CDB

MEMBER

BTI Group - Mergers / Acquisitions / Sales

MEMBER

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"With Over \$1B in Successful Closings, How Can My Team and I Be Of Service?"

