

## California Association of Business Brokers

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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 _ <u>BTI Group, Undral Gerelkhuu</u> 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. As used in this
agreement ("Agreement"), the term Buyer applies to the individual executing this Agreement and any entity on whose behalf the individual is executing this 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. FURTHER TERMS: For a period of suppliers, or otherwise observe the Busiemployment any employees of Seller. Selle and obligations of this Agreement and monditions as though a party hereto. This Seller's broker. Waiver of any breach of the supersedes all prior understandings or agoshall be construed under and governed by any terms of the Agreement shall be in the extremely difficult to measure the amount of this Agreement, and that money damage permanent injunctive relief to restrain the Ein counterparts and faxed and electronic so other such entity, the undersigned execute to do so. In the event of any litigation to enexpenses incurred, including reasonable a Buyer acknowledges receipt of a fully compared.	iness, without Seller's rand Seller's successay prosecute any accament can only his Agreement shall rareements between the the laws of the State of the county in which the form of damages to Seller ares would be an inact of the state of th	s consent, nor shall Buy sors are specifically intend tion at law or in equity ner be modified in writing, signot be a waiver of any subset parties with respect to it of California. The venue of Eusiness is located. Buy arising from a breach or three dequate remedy. Seller shoreach or threatened breach or threatened breach of Buyer and warrand, the prevailing party shall lurt costs, in addition to such	er directly or indirectly solicit for led to be beneficiaries of the duties ecessary to enforce its terms and gned by both Buyer and Seller or osequent breach. This Agreement its subject matter. This Agreement for any action instituted to enforce yer acknowledges that it would be eatened breach of any provision of hall be entitled to temporary and the ch. This Agreement may be signed yer is a corporation, partnership or its that he or she is duly authorized be entitled to recover all costs and
BUYER			
Name (print)	Fitle	Signature	Date
Buying Entity	<u> </u>	Email	
Street Address		Phone	
City, State, Zip			
COMPLETE AND RETURN BOTH PAGE	S OF THIS AGREE		
BTI Group		01160661	
Broker		CalBRE Lic.#	
Undral Gerelkhuu  Broker's Agent		02052982 CalBRE Lic.#	
undral@business-team.com		415-930-4289	
Email Email		Fax	
CIIIdii		Γαλ	



**Donald Baum** 

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## 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): \_\_\_\_\_ Sales \_\_\_\_\_ Manufacturing \_\_\_\_Accounting Business Experience: Engineering Finance Service Retail Marketing Distribution Operations Other (describe) (Check All That Apply) Industries: Positions: \_\_\_\_ 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) \_\_\_\_\_ Cash Flow/Income required per year: \$ \_\_\_\_ Amount Reserved for Down payment: \$ Reasons for purchasing business: I would like to purchase a business by: \_\_\_\_\_ Additional Comments:

Name:	
Street: City:	: State: Zip:
	Business Phone: ( )
ASSETS	
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: #: Household Furnishings and Personal Effects: Other Assets (itemize):	Value: \$
	TOTAL ASSETS: \$
LIABILITIES & NET WORTH	
Notes Payable: Liens on Real Estate: Other Liabilities (itemize):	\$ \$
Other Liabilities (Itemize).	TOTAL LIABILITIES: \$
	NET WORTH: \$
SOURCE(S) OF INCOME	
Bonus(es) & Commission(s):	
Other Income:	TOTAL INCOME: \$
The undersigned certifies that this information was pro	ovided by him/her and is true and correct.
Signature:	Donald Baum Director—Broker, JD, CRB  BENEFACULAR BENE

CONFIDENTIAL INFORMATION FOR USE BY BTI GROUP ONLY

"With Over \$18 in Successful Closings, How Can My Team and I Be Of Service?"

California Association

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