Buyer Acknowledgement of Introduction and Confidentiality Agreement

The undersigned Buyer acknowledges being first introduced to the business described as [•] ID# [•] ("Business"), by broker **CURB** 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.

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5. **NON-INTERFERENCE:** For a period of three years, Buyer will not contact Seller's employees, or use confidential information to contact 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. Notwithstanding the foregoing, (a) Buyer shall not be prohibited from responding to inquiries initiated by Seller's employees or from hiring someone responding to a general advertisement; (b) Buyer shall not be prohibited from placing general advertisements for employees; (c) Buyer shall not be prohibited from continuing to do business with pre-existing customers or suppliers of Buyer or responding to inquiries initiated by customers or suppliers of Seller; (d) Buyer shall not be prohibited from continuing to do business with pre-existing landlords of Buyer or initiating contact with Seller's landlord for reasons unrelated to Seller, in each case provided no confidential information is used or disclosed.

6. **FURTHER TERMS:** 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: [•]

, By:

Name and Title | Signature | Date

Address | City, State, Zip

[•] | [•]

Email | Phone

COMPLETE AND RETURN BOTH PAGES OF THIS AGREEMENT TO:

CURB | **00823528**

Broker | DRE Lic. #

Stan Cortland | **02079242**

Broker's Agent | DRE Lic. #

stan@cortlandbrokers.com | **925-215-4911**

Email | Fax

888-315-4353

Phone

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