



**Attn: Rick Lahkar**  
**Fax # 916-437-2501**

## **BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT**

The undersigned Buyer, individually and on behalf of any affiliated prospective buyer, acknowledges being introduced to and requests Confidential Information about the following business \_\_\_\_\_ (Business)

Identified herein by broker or its agent \_\_\_\_\_ (Broker).

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 stock or assets of the business. As used in the agreement (Agreement), the term buyer (Buyer) applies to the undersigned and any partnership, corporation, individual, or any entity with which the undersigned is affiliated. 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 information disclosed. Buyer agrees not to disclose or permit access to any confidential information without the prior written consent of the seller, to anyone other than buyer's legal counsel, accountants, lenders, or advisors to whom disclosure or access is necessary for buyer to evaluate the business. Disclosure of confidential information will 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. Buyer 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 broker (at seller's direction) all information provided to buyer and will not retain any copy, reproduction, or record thereof.
2. **DEFINATION 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 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 communication from seller or seller's broker, directors, officers, employees, agents, suppliers, customers or representatives; (c) during visit 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 AND DISCLAIMER OF BROKER'S LIABILITY:** The brokers have received information about the business from the seller which may include, but is not limited to, tax returns, financial statements, equipment lists, and facility leases. 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 the broker does not audit or verify any information given to broker or make any warranty or representation to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely

