



## BUYER'S ACKNOWLEDGEMENT 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 Allied Business Intermediary International Inc. and Robert L. Lanham & Associates. ("Broker"). The undersigned requests information relating to the following business:

Business Description:

County:

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 the Business. As used herein, the term Buyer ("Buyer") The word "Buyer", as used herein shall mean and include the undersigned individually, any associates or family members, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.

Buyer understands and acknowledges that Broker has a valid agreement with the Seller of the business and/or property described Business whereby Broker has been retained, to represent the sale of the Business. Buyer understands and acknowledges the broker is acting as the sole dual agent and that Broker's primary duty is to represent the interests of the transaction. The Broker's fees will be paid form the transaction, from Seller's proceeds thorough escrow. It is the responsibility of the Buyer to pay for any fees incurred due to Buyer's representation, including but not limited to: Legal/Attorney, CPA, and/or other broker(s). The Business that is the subject of the Standard Buyer's Confidentiality and Warrant Agreement (the "Agreement") is as follows:

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 with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure of 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 Broker (at Broker's option) 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 communication with Seller or its directors, officers, employees, agents, suppliers, 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 know to the public.

**3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:**

When business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, and equipment lists and facilities leases. Based on information provided by the Seller, 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 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 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. **Broker urges Buyer to obtain independent legal and tax counsel.**

**4. NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Broker's right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against seller. Further, Buyer understands and acknowledges that breach of the Agreement would lead to irreparable harm and that Seller and Broker are entitled to equitable as well as legal remedies in the event of a breach or impending breach of this Agreement.

**5. INDEMNITY:** Buyer will indemnify and hold harmless to the Broker and Seller from any and all claims or actions arising from Buyer's breach of the terms and conditions hereof, acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees, court costs, legal, accounting and other expenses incurred by Broker.

**6. FURTHER TERMS:** Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set fourth. Buyer agrees to provide, upon receipt of written request from Broker or Seller, financial statements, evidence of financial assets and ability to consummate transaction, references and other pertinent information. Broker will use information obtained by buyer in a manner consistent to purchasing the above referenced business, and will treat buyer's personal financial information with confidentiality.

**7. INJUNCTIVE RELIEF.** It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that Seller and/or Broker shall, in addition to and not as a replacement for money damages, be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach and Buyer further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to Seller and/or Broker.

This agreement shall be binding upon the Buyer, Buyer's heirs, executors, trustees, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and the Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein. Further, if any provision of this Agreement shall be held to be invalid, void or unenforceable, the Court of jurisdiction, mediator or arbitrator shall interpret the invalid, void or unenforceable clause as closely as possible to the spirit in which it was intended when drafted.

ALLIED BUSINESS INTERMEDIARY INTERNATIONAL INC

Any controversy between the parties to this Agreement involving the construction or application of any terms, covenants or conditions or this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of the Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion, as the Arbitrators shall decide. However, should this clause shall not interfere with but shall work where possible in conjunction with, a court of laws ability to provide equitable remedies where the breach of this Agreement will require an equitable remedy.

The terms and condition of this Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

A Dual Agent acts as an agent for both the Buyer and the Seller. Dual agency arrangements are more likely to occur when brokers/salespersons show businesses to buyers who are also listed with their company. For the reason of confidentiality in business brokerage transactions, multiple listing databases are very seldom used, as a result, dual agency is a common occurrence. A person acting as a Dual Agent must carefully explain to both the Buyer and the Seller that the Broker is acting for the other party as well. The Broker/Salesperson should also explain the possible effects of dual agency including that by consenting to Dual Agency representation, the Buyer and Seller are giving up their rights to undivided loyalty. By signing this Agreement and/or receiving any information regarding the above listed business (es) you are agreeing to allow Broker to act as a dual agent.

Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment and employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be a beneficiary of the duties and obligations of the 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 Broker 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 under 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.

The provisions hereof cannot be modified, amended, supplemented, or rescinded without the written consent of the parties hereto, Broker and the Agreement sets forth the entire agreement and understanding of such parties.

Buyer acknowledges receipt of a fully completed copy of the Agreement.

EXECUTED ON THIS  DAY OF , 20

Street Address:  City:  State:  Zip Code:

Telephone:  Email Address:

Name of Buyer:  Name of Signatory:

**Submit form, print and sign, then fax signature page to ABI at 888.227.2399.**

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Signature (Individually and as Duly Authorized Representative)