



## BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

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

identified herein by Broker or its agent Kismet Business Brokers (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 this agreement (Agreement), the term Buyer (Buyer) applies to the undersigned and any partnership, corporation, individual, or other 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 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. 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. 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. **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 Seller's broker, 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 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 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 Broker.

4. **NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to the 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 the 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 Brokers' right to a fee, Buyer shall be liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

5. **FURTHER TERMS:** Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords, or suppliers, nor linger, or otherwise observe the Business, without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and 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 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. The venue for any action instituted to enforce any terms of the Agreement shall be in the county in which the Business is located. 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/she is duly authorized to do so. Buyer acknowledges receipt of a fully completed copy of this Agreement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name (print) Title

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Home Telephone & email

\_\_\_\_\_  
Broker or Broker's Agent



**Explanation of Kismet Business Brokers**  
**Introduction and Confidentiality Agreement**

This sheet explains the 5 main parts of the attached document that we need you to sign before we can release information about the business(s) you are interested in. Basically the seller of this business(s) requires us to get *Introduction and Confidentiality Agreement* document (attached) signed to ensure that his business information remains secure.

Signing this document says that you are agreeing to the following:

- 1) The seller wants his information kept confidential and is giving it to you for the purpose of evaluating the business. You agree to keep the information confidential and give or pass it on only to those who are helping you evaluate the business. You are responsible for ensuring that anyone you pass the information on to, is keeping it secure and if you do not purchase the business that you will destroy or return this information.
- 2) This section simply describes what is considered confidential information. This is basically all information except information that is not readily available and known to the public.
- 3) This basically says that you understand that the Broker does not verify or audit information we receive from the seller and that you (the buyer) are responsible for verifying and investigating the information you receive.
- 4) This section says the Broker has an agreement with the seller to sell this business and that you (the buyer) will conduct business with the seller through the Broker. Also, if you go around the Broker, you will be liable for any fees that the Broker is denied.
- 5) These are the additional terms of the agreement about:
  - a. Not contacting the sellers contacts
  - b. Not try to hire the sellers employees
  - c. The Broker can act as an agent for both you (the buyer) and the seller
  - d. This agreement is governed by the Laws of California
  - e. This agreement can only be changed in writing and that
  - f. This agreement is the one that applies on this matter and no other.

**[PLEASE SIGN THE Introduction and Confidentiality Agreement ATTACHED AND RETURN IT TO US – PLEASE DO NOT RETURN THIS FORM]**

Sincerely,  
Kismet Business Brokers



## BUYER INFORMATION SHEET

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for inquiring about the business for sale. To provide you with the most efficient service in your search for a business to own, please provide us with the following information:

1. The accompanying non-disclosure agreement needs to be completed by filling in the information where there is an "x" and at the bottom of the page, then sign and date it AND fax this page and the completed agreement to me at 1- **805 – 530 - 1482**.
2. Also return this sheet with your answers to the following questions to help us locate the business you are looking for:
  - A. When you purchase a business, what geographical areas are acceptable to you? (Example: L.A. county, Southern Calif., San Fernando Valley, or 50 miles from my home.)  
  
( ) Check here if you would be willing to relocate if the opportunity was good enough.
  - B. What types or kinds of businesses are you interested in?
  - C. What is the minimum NET PROFIT (what you put into your pocket and bank account after paying all bills) that a business needs to be making to be of interest to you? We won't send you information on businesses that are below this amount.  
  
\$ \_\_\_\_\_  
  
OR ( ) I am only concerned about it's potential to make income. Show me everything.
  - D. When you find a business that you want to buy, how much do you have available for the cash down? This needs to be the dollar amount, not a percentage. We will not send you information about businesses that require a higher down payment than this amount.  
  
\$ \_\_\_\_\_

Sincerely,

Willard Michlin

Broker – Kismet Business Brokers

Phone: 805-529-9854 <> email: [BuyerServices@kismetbusinessbrokers.com](mailto:BuyerServices@kismetbusinessbrokers.com) <> web: [www.kismetbusinessbrokers.com](http://www.kismetbusinessbrokers.com)