



BUYER'S ACKNOWLEDGMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

Matrix and Associates
11440 West Bernardo Ct
Suite 300
San Diego, CA 92127
858-753-1944 Phone
858-753-1945 Fax

This CONFIDENTIALITY AGREEMENT is entered into between Matrix and Associates. (Hereafter "M&A") and the undersigned prospective purchaser (hereafter "PURCHASER") of a business offered for sale through M&A. "SELLER" shall refer to any business entity being offered for sale, as well as the principals of such entity. M&A and PURCHASER agree as follows:

- 1. NO CONTACT AGREEMENT:** Both PURCHASER and or PURCHASER'S agents agree not to contact SELLER'S employees, customers, landlords, or suppliers.—except through M&A with M&A's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through M&A will be conducted exclusively through M&A.
- 2. 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 eighteen months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. PURCHASER agrees not to circumvent or interfere with M&A'S contract with SELLER in any way. PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER SHALL BE LIABLE TO M&A FOR PAYMENT OF COMMISSIONS DUE FROM SELLER IN THE EVENT OF SUCH INTERFERENCE. PURCHASER further understands and agrees that should PURCHASER become a manager or otherwise connected with any of the businesses shown or offered to PURCHASER for sale, or should PURCHASER buy, trade, lease or exchange any of the businesses disclosed to PURCHASER, then a full commission will be due to M&A.
- 3. DISCLAIMER OF BROKER'S LIABILITY:** PURCHASER understands and acknowledges that the SELLER provides all information regarding any business offered for sale and is not verified in any way by M&A. M&A has no knowledge of the accuracy of ANY information provided to PURCHASER and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. PURCHASER is solely responsible to examine and investigate the business prior to entering into an agreement to purchase any business. PURCHASER further understands and agrees that M&A shall NOT be responsible for the failure to disclose material information related to the purchase of any business which information is unknown to M&A. PURCHASER agrees to indemnify and hold M&A and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to them with respect to any business they might purchase. In the event of any judgment, award, or arbitration decision, the maximum liability of M&A and its agents shall be limited to the amount of commission actually received. Purchaser understands that financial institutions may pay a referral fee to M&A for referring potential clients.
- 4. DUAL AGENCY:** PURCHASER understands and agrees that M&A is acting as a DUAL AGENT, representing both the PURCHASER and SELLER and has a contract with SELLER providing for a fee to be paid upon sale, trade, lease or transfer of SELLER'S business or property.
- 5. NON-DISCLOSURE OF INFORMATION:** It is understood and agreed that any and all information provided to PURCHASER regarding any business is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to the business and/or its principals. It is further understood and agreed that any information obtained at any time pursuant to investigation and consideration of the purchase of the business shall be kept in strict confidence, and not be disclosed to any other person—except to professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising PURCHASER. In the event of such disclosure, it is agreed that PURCHASER will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that that this non-disclosure provision is intended for the benefit of SELLER, who is a third party beneficiary to this Agreement. As such, SELLER may bring an action at law to enforce its terms or to recover damages for breach of this provision.
- 6. FURTHER TERMS:** In the event PURCHASER for whatever reason does not purchase the business, PURCHASER agrees to immediately return to M&A any and all materials related to SELLER without retaining any copies.

PURCHASER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. PURCHASER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. M&A HAS ADVISED PURCHASER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.

PERSONAL GUARANTY

IF PURCHASER IS A BUSINESS ENTITY (e.g. Corporation, LLC, LLP, LP, etc.), the undersigned officer or agent acknowledges that he/she has full authority to enter into this Agreement, and further agrees to be personally bound by the terms and conditions stated herein, including but not limited to personal liability for commissions that may be due and payable pursuant to paragraph two (2) above, or damages resulting from disclosure of confidential information as provided in paragraph six (5).

DATED: _____

DATED: _____

PURCHASER (PRINT NAME)

Matrix and Associates -Mort

SIGNATURE AS AGENT FOR PURCHASER AND INDIVIDUALLY

PURCHASERS TELEPHONE NUMBER

PURCHASERS ADDRESS

CITY, STATE, ZIP

CLIENT PROFILE

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When selling a business, business owners are asked to reveal much information that is confidential and sensitive. Therefore, they have asked us to screen potential Purchasers to determine if they have the financial and managerial capabilities to complete the purchase of their business. Please fill out this profile sheet and fax it back to us at 858-753-1945. Until we receive your fax with the Client Profile and Confidentiality Agreement *completed in their entirety*, we are unable to give out specific information regarding businesses we have available. Thanks for your understanding!

NAME: _____ ADDRESS: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Fax Number: _____ E-Mail: _____

How did you become aware of Matrix and Associates? (Please be specific) _____

Have you ever owned a business? _____

Are you currently self-employed? _____ What type of work do you currently do? _____

How long have you been looking for a business? _____

Are you planning to work in the business you purchase? _____

What is the MINIMUM amount of ANNUAL INCOME the business needs to make INCLUDING your salary? _____

To enable us to determine whether you would qualify for SBA financing for the business you have inquired about please answer the following question as specifically as possible: What is the total amount of **Non borrowed funds** that you are comfortable investing in the business as a down payment? _____
(Specific Dollar Amount)

What is the specific business you are inquiring about? _____

Are there other types of business you may be interested in? _____

M&A Associate - S. Mort