

Confidentiality Agreement and Acknowledgment of Introduction

1. **PARTIES.** I/We, _____,
the prospective buyer(s) or investor(s), (hereinafter referred to as "Buyer"), of that certain business known as B/H
Client # _____, located in California, (hereinafter referred to as the "Business"), acknowledge
that Buyer was first introduced to and made aware of the Business' availability for purchase by Business 4 Sale By
Owner, Inc., DBA Bowman/Hanson, DRE Lic. #01354419, (Kris J. Karlson, Broker), hereinafter collectively referred
to as "Broker", and and/or an Agent of Broker, involved in mergers, acquisitions and business sales.
2. **ACKNOWLEDGEMENT OF INTRODUCTION.** Buyer acknowledges that they were first introduced to and
made aware of the Business' availability for purchase by Intermediary. **Bowman/Hanson is the sole and
exclusive Broker for Client # _____ and all of our fees are paid by the Seller.**

Check **one** of the following agency relationships.

___ Bowman/Hanson is the listing Broker for the Business, and has also been procuring cause, however, Buyer
desires to retain, its own broker/banker to represent it in the transaction, or represent itself in the transaction and
agrees to conduct negotiations for the purchase of the Business through Bowman/Hanson, or

___ Bowman/Hanson is the listing Broker for the Business, and has also been procuring cause, making Buyer
aware of the availability of the Business for purchase. Buyer agrees Bowman/Hanson may act as a **dual agent**,
working with both Buyer and Seller to facilitate a transaction.

3. **BUYER'S VERIFICATION.** Buyer understands and hereby agrees that any information about the Business
provided by Broker has been obtained from the Seller of the Business (hereinafter referred to as "Seller") and
Broker and his Agents make no representation or warranty as to its accuracy. Broker and his Agents have not
verified the information provided by the Seller. Buyer is solely responsible to personally examine and investigate
the business and its assets. Buyer is strongly advised to seek professional legal and accounting counsel prior to the
purchase of a business. Broker is not an attorney or accountant and is not qualified to provide legal or tax advice.

4. **NON-DISCLOSURE.** The Owner is delivering to Buyer directly, and through the Intermediary, confidential
information about the identity, trade secrets, financial condition, organization and operating methods of the
Business for the purpose of exploring the possibilities of Buyer's investment in or purchase of the Business. This
agreement is being executed to assure protection of the confidential and proprietary nature of the information
disclosed and to prevent any adverse competitive effect upon Owner and the Business which might result from
such disclosure. The identity of Owner and Business and the possibility of the Business' availability for purchase
shall be considered confidential information.

Confidential information shall include all information, technical data or know-how, including, but not limited to
that which relates to research, products, plans, prototype, customers, markets, developments, inventions, designs,
drawings, engineering, hardware configuration, marketing, advertising and selling methods, operational systems
including computer systems, suppliers, creditors, vendors and contracts relating to the Business. All discussions
and negotiations, including the fact of such discussions and negotiations, shall be confidential.

