



FAX

CrossRoads Business Brokers, Inc.
www.CrossRoadsBusiness.com



INDICATE WHICH AGENT TO RECEIVE:

- ☐ Attn: **Vasilis Georgiou, Fax: 949-266-8495**
- ☐ Attn: **William Horton, Fax: 949-270-1511**
- ☐ Attn: **Mark Fernandez, Fax: 949-861-9219**
- ☐ Attn: **Beverlee Sandy, Fax: 650-887-3399**
- ☐ Attn: **Nelson Strickland, Fax: 949-266-9667**

From:
Fax number:

Date:

Regarding:

Phone number for follow-up:

COMMENTS:



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 **CrossRoads Business Brokers** ("Broker"). The undersigned requests information relating to the following business

Name or description: _____

Location: _____

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 Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. 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 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. 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 communications 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 known 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, 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 Brokers 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.

5. FURTHER TERMS: 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 any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be beneficiary 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. 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. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

Signature _____

Date _____

Name (Please Print) _____

Title _____

Company (Please Print) _____

Business Telephone _____

Fax _____

Street Address (Please Print) _____

Home Telephone _____

City, State, Zip (Please Print) _____

Broker/Agent _____

Date _____

@

Your email address (Please Print) _____

It is important that you SIGN this form! Please complete ALL information.

FAX BACK TO: CrossRoads Business Brokers, Inc.

7700 Irvine Center Drive, Suite 800 ~ Irvine, CA 92618

303 Twin Dolphin Drive, Suite 600 ~ Redwood City, CA 94065

Tel: 949/753-2825 ~ email: Info@crossroadsbusiness.com



FINANCIAL INFORMATION - STRICTLY CONFIDENTIAL

Name(s) _____

Street Address _____

City _____ State _____ Zip Code _____

Assets

Cash on Hand and in Banks	\$
U.S. Government Securities	
Account, Loans and Notes Receivable	
Cash surrender Value of Life Insurance	
Value of Businesses owned	
Other Stocks and Bonds	
Real Estate	
Automobile - Number ()	
Household Furnishings and Personal Effects	
Other Assets (Itemize)	

Total Assets \$

Liabilities and Net Worth

Notes Payable	\$
Liens on Real Estate	
Other Liabilities (Itemize)	

Total Liabilities \$

Net Worth \$

Source of Income

Salary	\$
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	

Total Income \$

The undersigned certifies that this information was provided by him/her and is true and correct

Signature(s) _____

Date: _____

Home Phone _____



PROFILE INFORMATION - STRICTLY CONFIDENTIAL

Full Name _____ E-mail _____
Address _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____

BACKGROUND INFORMATION:

1. Are you currently employed? _____ If so in what industry and what position? _____
2. Do you currently own a business? _____ If so in what industry? _____ Sales? _____
3. Please give a brief description of your responsibilities:

4. Please list the industries in which you've worked and the positions you've held since graduating from school:

5. What was your emphasis in college? _____ Post college major: _____
6. Please check each business category that interests you:

<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Any business that can be relocated
<input type="checkbox"/> Distribution	<input type="checkbox"/> Retail
<input type="checkbox"/> Computer/Hi Technology/Sciences	<input type="checkbox"/> Services: Postal, copy centers, tax prep etc
<input type="checkbox"/> Absentee ownership	<input type="checkbox"/> Restaurant/Fast Food
<input type="checkbox"/> Turnaround situations	<input type="checkbox"/> Gas Stations/Mini Marts/Car Washes
<input type="checkbox"/> New or existing successful franchises	<input type="checkbox"/> Dry Cleaning
<input type="checkbox"/> Any business which receives cash payments	<input type="checkbox"/> Home Based Business
6. What is your current annual income? _____
7. What are your income expectations the first year of owning your own business? _____
8. What amount do you have for a down payment? _____
9. What is the source of funds for your down payment? _____
10. Select one: my net worth [all assets minus all debts] exceeds \$100,000 ____ \$500,000 ____ \$1,000,000 ____
11. Have you ever filed bankruptcy? _____ Had a foreclosure? _____ Had a judgment filed against you? _____
12. Is there any reason you might be declined a loan for a business acquisition? _____
13. Does your spouse work? _____ Full time? _____ Industry and position? _____
14. How far from your home are you willing to drive one way to the business you will buy? _____
15. Will anyone advise you in the review of business records and the decision to purchase any business? _____
16. What is your timeframe to purchase? ☐ Immediate ☐ No hurry

Signature _____

Date _____