

Date: 10/18/2019 - BizBen Posting: #159779 - Liquor Store In San Francisco Area

Contact: Sunny Sidhu at 510-913-3619 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: mslisting@gmail.com.

Your email subject to Sunny Sidhu should read: NDA For Your Liquor Store In San Francisco Area.

Your Name: \_\_\_\_\_ Your Phone: \_\_\_\_\_ Your Email: \_\_\_\_\_



4510 Peralta Blvd, Suite 25  
Fremont, CA 94536

Complete the information below and fax it to: 510-280-9338

Contact as at 510-794-8105 Office

**Business Buyer Profile (Please Print Clearly In Ink)**

Your Name: \_\_\_\_\_ Partners Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address 1: \_\_\_\_\_ Email Address 2: \_\_\_\_\_

Previous Work/Business Experience: \_\_\_\_\_

Any Special Education or Training: \_\_\_\_\_

Motivation For Buying A Business: \_\_\_\_\_

How Long have you Been Searching To Buy A Business: \_\_\_\_\_

Type of Business Preferred: \_\_\_\_\_

Type of Business you Not Interested In: \_\_\_\_\_

Location Preferences: \_\_\_\_\_

Who Will assist You In Running The Business: \_\_\_\_\_

Will You Personally Work In the Business: \_\_\_\_\_

Income Or Adjusted Net Income Required: \_\_\_\_\_

Amount Of Annual Living Expenses: \_\_\_\_\_

Who Besides You Will Be Making the Decision: \_\_\_\_\_

Amount Available For Down Payment: \_\_\_\_\_

Where Is The Down Payment Coming From: \_\_\_\_\_

Any Further Remarks: \_\_\_\_\_

\_\_\_\_\_

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## CONFIDENTIALITY AGREEMENT

The undersigned prospective Buyer acknowledges being first introduced to the business named herein by, ( ) (Agent). Whereas Broker acknowledges that it has been requested to and will furnish to the Buyer as a corporate entity and as an individual named below ("Buyer") certain information relating to the following business ( ) for the purpose of negotiating with Seller ("Seller") of said Business for the possible purchase by Buyer of all or part interest of the stock or assets relating to Seller's Business; and, Whereas Seller desires to maintain the confidentiality of the information disclosed; Now, therefore, Buyer agrees as follows:

**1. NON-DISCLOSURE OF INFORMATION:** Buyer agrees to not disclose any Confidential Information, as hereinafter defined, or permit access to Confidential Information without prior written consent of Seller, to anyone other than: (a) Buyer's management, (b) Buyer's legal counsel, (c) independent accountants, or (d) other qualified agents retained by Buyer to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these persons only in connection with the potential acquisition of the Business, and then only if they understand and agree to be obligated to maintain the confidentiality of such Confidential Information. Buyer further agrees that neither Buyer, nor any other party employed or engaged by Buyer, shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate facilities, operations, assets, liabilities and personnel of the Business. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will return to Broker all records, documents, and information that has been 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 financial information, production information, processes, manufacturing procedures, marketing information, pricing information, correspondence, contracts, customer lists, and any other information (whether written or oral or otherwise) made known to Buyer: (a) from any inspection, examination, or other review of the books, records, machinery, devices, processes, or production methods of Seller; (b) from communications with the directors, officers, employees, agents, or representatives of Seller; or (c) during visits to Seller's premises.

**3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:** When business brokers take a business financial statements, equipment lists and facilities leases. Based on that information provided by the seller, brokers often put together a summary description of the business which may include a cash flow projection or seller discretionary cash flow statement. It is extremely important that you as the Buyer understand that the Broker does not audit financial information given to us nor do we in any way guarantee the future business performance. The same is true for any of information provided to you. You as the Buyer are solely responsible to examine and investigate the business and its assets, liabilities, financial statement, tax returns, cash flow statements and to obtain legal and tax counsel, if so desired. Any decision by you as the Buyer to pursue the purchase of the Business shall be based solely on your own investigation.

**4. FURTHER TERMS OF THIS AGREEMENT:** It is further understood and agreed that:

- a.) The seller of each business about which Buyer shall be given information by Broker has entered into an agreement providing that seller shall pay a fee to Broker if, during the term of that agreement or within eighteen months thereafter, the business is transferred to a buyer introduced by Broker. Should Buyer, Buyer's affiliate or the individual signing on behalf of Buyer, if Buyer is a corporation, acquire any interest in or become associated in any capacity with such a business, Buyer shall protect Broker's right to a fee from seller;
- b.) Buyer shall conduct all inquiries into and discussions about any business which Broker provides information solely through Broker, and shall not directly contact the owner or employees except by prior arrangement with Broker;
- c.) If Buyer breaches the terms of this agreement or in any way interferes with Brokers right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees.
- d.) Broker may act as a dual agent representing both Buyer and Seller.

Buyer acknowledges understanding and receiving a complete copy of this agreement in person or via telecopy.

\_\_\_\_\_  
Corporation/Individual Buyer (please print name)

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip