

**Date: 6/4/2020 - BizBen Posting: #256879 - Third Party Logistics Company In San Francisco Bay Area**  
 Contact: Nanda Nandkishore, M&AMI, CBI at 408-852-4358 if you have any questions about this NDA or posting.  
 Instructions: Complete all the information below before emailing it back to: [buyer@AcaciaGroupInc.com](mailto:buyer@AcaciaGroupInc.com).  
 Buyer's email subject to Nanda Nandkishore, M&AMI, CBI should read: NDA For Your Third Party Logistics Company In San Francisco

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



**California Association of Business Brokers**  
 Professional Service since 1987

Bkr	Date

This form has been provided by the California Association of Business Brokers for the exclusive use of its members.  
 A list of current members is available at [www.cabb.org](http://www.cabb.org).

**BUYER ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT**

The undersigned Buyer acknowledges being first introduced to the business described as \_\_\_\_\_  
 ID# \_\_\_\_\_ ("Business"), by broker Acacia Group, Inc.  
 and requests Confidential Information (as defined below) about the Business. 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 Business. As used in this agreement ("Agreement"), the term Buyer applies to the individual executing this Agreement and any entity on whose behalf the individual is executing this Agreement.

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 Confidential Information (as defined below). Buyer agrees not to disclose or permit access to any Confidential Information, whether provided before or after execution of this Agreement, 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 (collectively "Buyer Contacts"). Disclosure of Confidential Information shall be made to the Buyer Contacts only in connection with the potential acquisition of the Business, and then only if the Buyer Contacts understand and agree to maintain the confidentiality of such Confidential Information. Buyer shall be responsible for any breach of this Agreement by the Buyer Contacts, and neither Buyer nor the Buyer Contacts shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business. If the Buyer does not purchase the Business, Buyer or Buyer's broker, at the earlier of the close of negotiations or within seven days of written demand by Seller or Seller's broker, will destroy or return to Seller or Seller's broker all information provided to Buyer and will not retain any copy, reproduction or record thereof. Notwithstanding the foregoing, Buyer may disclose Confidential Information pursuant to any governmental, judicial or administrative order, subpoena or discovery request, provided that Buyer uses reasonable efforts to notify Seller sufficiently in advance of Buyer's response, so that Seller may seek to object to such order, subpoena or request.
- 2. DEFINITION OF CONFIDENTIAL INFORMATION:** The term "Confidential Information" shall mean, in the broadest possible sense, all confidential, proprietary and trade secret information including, without limitation, the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, know-how, inventions, technical information, procedures, computer programs and systems, techniques, marketing plans and strategies, product or service information, research and product development results, customer and supplier lists and information. Confidential Information shall not include information that: (a) at the time of disclosure is in the public domain through no fault of, action or failure to act by Buyer; (b) becomes known to Buyer through a third-party source without violation of any obligation of confidentiality or any other wrongful act; (c) which Buyer can establish was independently known or developed by Buyer without use of any Confidential Information.
- 3. BUYER RESPONSIBILITY AND DISCLAIMER OF BROKER LIABILITY:** 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 brokers do not audit or verify any information given to them 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 brokers.
- 4. NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to the Seller's 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 Seller's broker or a buyer's broker. Buyer shall conduct all inquiries into and discussions about the Business solely through the broker identified above and shall not directly contact the Seller or the Seller's representatives without written authorization by the Seller's broker. Should Buyer or any person or entity affiliated with Buyer purchase all or part of the Business, acquire any interest in, or become affiliated in any capacity with the Business without the involvement of the broker(s) or in any way interfere with either broker's right to a fee, Buyer shall be liable to the broker(s) for such fee.

\_\_\_\_\_  
 Buyer Initials

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Business Description: \_\_\_\_\_ ID# \_\_\_\_\_

**5. FURTHER TERMS:** For a period of three years, Buyer will not contact Seller's employees, customers, landlords or suppliers, or otherwise observe the Business, without Seller's consent, nor shall Buyer directly or indirectly solicit for employment any employees of 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 Buyer and Seller or Seller's broker. 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. Buyer acknowledges that it would be extremely difficult to measure the amount of damages to Seller arising from a breach or threatened breach of any provision of this Agreement, and that money damages would be an inadequate remedy. Seller shall be entitled to temporary and permanent injunctive relief to restrain the Buyer from any such breach or threatened breach. 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 or she is duly authorized to do so. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees and court costs, in addition to such other relief as may be awarded. Buyer acknowledges receipt of a fully completed copy of this Agreement.

**BUYER**

\_\_\_\_\_  
Name (print) Title Signature Date

\_\_\_\_\_  
Buying Entity Email

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

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

**COMPLETE AND RETURN BOTH PAGES OF THIS AGREEMENT TO:**

Acacia Group, Inc. 01798489

\_\_\_\_\_  
Broker CalBRE Lic.#

Nanda Nandkishore 01439283

\_\_\_\_\_  
Broker's Agent CalBRE Lic.#

nanda@AcaciaGroupInc.com 888-548-6695

\_\_\_\_\_  
Email Fax

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**BUSINESS SALES BUSINESS CONSULTING MERGERS & ACQUISITIONS**

*Serving businesses with \$500,000 to \$200 million in revenue in Northern California*

## ACACIA GROUP, INC.

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### **BUYER PROFILE:** *(Will help us find an appropriate business Opportunity for you)*

Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

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

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

Own:  Rent:

US Citizen: Yes  No  Spouse US Citizen: Yes  No

If not a US Citizen, please specify Visa Status: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ **Email:** \_\_\_\_\_

Cell Phone: \_\_\_\_\_ (Preferred contact: Home  Office  Cell ; AM:  DAY:  Evening

Current Business or Employer: \_\_\_\_\_ How Long? \_\_\_\_\_

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

Type of Work: \_\_\_\_\_ Annual Income: \_\_\_\_\_

Previous Business Experience: \_\_\_\_\_

Education: \_\_\_\_\_

Other special education or training: \_\_\_\_\_

Significant work experiences: \_\_\_\_\_

What ad (or other source) brought you to our office: \_\_\_\_\_

What is your motivation for buying a business? \_\_\_\_\_

How long have you been looking for a business? \_\_\_\_\_

Type of Businesses preferred: \_\_\_\_\_

Type of businesses in which you are not interested: \_\_\_\_\_

Who will assist you in operating the business? \_\_\_\_\_

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## ACACIA GROUP, INC.

Location Preferences: \_\_\_\_\_ Maximum Commute: Distance: \_\_\_\_\_ Time: \_\_\_\_\_  
Who besides you will be making the decision? \_\_\_\_\_

What type of business have you considered?

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

What did you not like about these businesses? \_\_\_\_\_

What did you like about these businesses? \_\_\_\_\_

In order of preference what type of business are you looking for?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What are the three most important things for a business that you would consider?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Minimum Annual Income Required? \_\_\_\_\_ (To replace your current job)

How do you plan to finance this purchase? \_\_\_\_\_

Who will assist you with the financing? \_\_\_\_\_

Would you work in the business? FULL TIME:  PART TIME:

How much do you have available to invest in this venture now? \_\_\_\_\_

In what form are these funds: Cash  Savings Accounts  CDs:  Stocks:  Real Property

Do you have additional sources of investment capital? Yes  No

If yes, please explain: \_\_\_\_\_

Desired Annual income from the new business: \_\_\_\_\_

Any additional information that you think may help us locate a desirable business opportunity for you?  
\_\_\_\_\_

How soon do you wish to purchase a business? \_\_\_\_\_

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**ACACIA GROUP, INC.**

**Do you agree that if you were to make an offer on any business represented by the Broker, you will authorize the Owner of that business to conduct whatever investigation is necessary to approve your offer, including getting a credit report on you if necessary?**

I agree:  (Without your agreement, no information can be disclosed to you).

**FINANCIAL INFORMATION**

(If you have a prepared financial statement, then please attach it instead)

ASSETS		LIABILITIES	
Cash in checking account		Notes payable to banks	
Cash in savings accounts		Notes payable to finance companies	
Stocks and bonds		Real estate indebtedness	
IRA's, retirement plans, 401K's		Automobile(s) indebtedness	
Cash surrender of life insurance		Amount owed on life insurance	
Real estate, home		Charge accounts	
Real estate, other		Credit Cards	
Automobile(s)		Taxes payable	
Your own business		Other liabilities (describe):	
Appraised collectibles			
Other Assets (Itemize)			
<b>TOTAL ASSETS</b>		<b>TOTAL LIABILITIES</b>	
<b>NET WORTH (Total Assets minus Total Liabilities)</b>			

Have you ever declared Bankruptcy? Yes  No  If yes, when: \_\_\_\_\_

Are you currently involved in litigation? Yes  No  If yes, please explain: \_\_\_\_\_

How is your Credit Rating? Excellent  Good  Fair  Poor  FICO Score? \_\_\_\_\_

Do you have a financial partner or any other personal source of investment capital? Yes  No   
 If yes, please explain: \_\_\_\_\_

Do you have additional income sources? Yes  If yes, please explain: \_\_\_\_\_

Income Expectations: After 1st year (i.e., second year): \_\_\_\_\_