

Contact: Harry Sidhu at 510-490-9705 if you have any questions about this NDA or posting.

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

Your email subject to Harry Sidhu should read: NDA For Your Grocery Market In Monterey County, California.

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



California Association of Business Brokers
Professional Service since 1987

Table with 2 columns: 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

BUYER ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned Buyer acknowledges being first introduced to the business described as \_\_\_\_\_ ID# \_\_\_\_\_ ("Business"), by broker MISSION PEAK BROKERS, 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").
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

Contact: Harry Sidhu at 510-490-9705 if you have any questions about this NDA or posting.

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

Your email subject to Harry Sidhu should read: NDA For Your Grocery Market In Monterey County, California.

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

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:**

MISSION PEAK BROKERS INC	01792260
_____	_____
Broker	CalBRE Lic.#
HARPREET (HARRY) SIDHU	01433114
_____	_____
Broker's Agent	CalBRE Lic.#
mpbinfoline@gmail.com	_____
_____	_____
Email	Fax