



**BUYER'S ACKNOWLEDGMENT 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 \_\_\_\_\_ (Broker"). The undersigned

requests information relating to the following business: \_\_\_\_\_

("Business"). 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 the 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 know to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication 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 a 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

\_\_\_\_\_  
Business Telephone Fax

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

\_\_\_\_\_  
Home Telephone

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

\_\_\_\_\_  
Broker/Agent (Please Print) Date



# ACACIA GROUP, INC.

STRATEGIC CONSULTING - VALUATIONS - MERGERS & ACQUISITIONS

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Phone: (650) 692-5300 Fax: (650) 523-8508

## 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? \_\_\_\_\_

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? \_\_\_\_\_

**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)

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>			

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): \_\_\_\_\_