



Confidentiality Agreement and Agency Relationship Disclosure

Definitions

Purchaser (or "Buyer") means the individual or entity which is represented or introduced by the signer.

"Broker" is the Agent/Broker signer for Good Members Investment.

Objective

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Broker. Buyer hereby acknowledges that Broker first provided such information to the Buyer.

In consideration of Broker having provided such information, the Buyer hereby agrees:

1. Any information Broker provides about a business was obtained from the business owner, and Broker makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as **confidential and proprietary**. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Broker of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Broker and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Broker harmless from any liability resulting from such unauthorized disclosure.
3. Buyer shall conduct all inquiries into and discussion with any business about which Broker provides information solely through Broker, and **shall not directly contact the owner, employees or other representatives of the business except by prior written permission from Broker.**
4. **Agency Disclosure: Broker may act as a dual agent representing both Buyer and Seller.** A Business Broker, a California licensed Real Estate Salesperson or Real Estate Broker, can legally be the agent of both the Seller and the Buyer in a transaction (dual agency) and is hereby notifying you that this is the situation in most of his/her transactions. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:
 - (a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with both the Seller and the Buyer,
 - (b) diligent exercise of reasonable skill and care in performance of the agent's duties,
 - (c) a duty of honest and fair dealing and good faith,
 - (d) a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties and
 - (e) a duty to disclose all facts known to the agent materially affecting the desirability of the Buyer – financial history, creditworthiness and background of the Buyer that are not known to, or within the diligent attention and observation of, the parties.

A Business Broker is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the asking price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a business opportunity transaction do not relieve a Seller or Buyer from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A business broker is a person qualified to advise about buying and/or selling business opportunities. If legal or tax advice is desired, consult a competent professional. Throughout your business opportunity transaction, you may receive more than one disclosure form, depending upon the number of Business Brokers assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

5. By signing below, I/WE (“BUYER”) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGENCY DISCLOSURE.
6. Buyer Acknowledges receiving a copy of this AGREEMENT.
7. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

For BUYER:

Name (Print)

Listing Ad No.

Driver’s License No.

Purchase Price Range

Phone Number

Preferred Locations

Email

Type of Business (If Restaurant, Menu)

Signature

Date

Check category below that interests you:

☐ Under 1,000 SF ☐ 1,000~2,000 SF ☐ 2,000~3,000 SF ☐ Above 3,000 SF

For BROKER:

Eric Bae

Name (Print)

01007260

DRE No.

323-707-3236

Phone Number

ericbae3236@gmail.com

Email

Eric Bae

Signature

Date