

Commercial Confidentiality and Non- Disclosure Agreement

Confidentiality: In Consideration of the delivery of Confidential Information, buyer hereby agrees, on behalf of itself and its successors, assigns, agents, advisors, officers, partners and employees as follows;

A. The Confidential information shall remain solely for its use in connection for its use in connection with its potential purchase of Business/ property located and known as:

Accordingly, all information contained therein shall remain strictly confidential and purchaser/buyer its successors, assigns, agents, advisors, officers, partners or employees shall not release any such items or disclose any such information to any other person or entity without the prior written consent of seller or his or her agent.

B. Buyer hereby agrees to defend, indemnify and hold harmless Seller and/ or Broker and their successors, assigns, agents, advisors, officers, partners and employees from and against all damages, losses, costs, expenses and liabilities (including all attorney fees and court costs incurred by (Seller and or Broker) arising out of or resulting from the failure of Purchaser or its successors, assigns, agents, advisors, officers, partners and or employees to perform any of their obligations under the term of this agreement.

Dual Agency: Buyer agrees and acknowledges that the Broker listed below shall be considered the representative of both the Buyer and the Seller in the case that the Buyer decides to purchase this Business/ Property.

NO Warranties: The information obtained from the seller deemed to be reliable with accurate information; however we do not guarantee its accuracy. The prospective buyer should verify all information through their own reliable sources such as Tax Filings etc. The Broker is providing this information directly to the buyer with the understanding that all negotiations will be conducted through this brokerage.

You have agreed and you have indicated by your signature below that you will keep all the information about the business confidential, you will not visit the site or business and will never ask any question/seek any information from any employee/other person at business premises without prior permission/knowledge of the Broker/Agent of this Brokerage. You also declare that you are not a Real Estate Professional and you will not share with your relatives and any known persons. You also understand that passing this information to other parties and an attempt to buy this business in your or your known persons or relatives name within Two Years from the date of this agreement, is known

as a breach of contract. Any Breach of this CONFIDENTIALITY AGREEMENT shall carry an amount of \$100k penalty to the brokers as liquidity damages.

Attorney Fees: If any lawsuit is filed which arises or relates out of a breach of this agreement, the prevailing party shall be entitled to recover from the other party such attorney fees as the court or arbitrator may award, in addition to such costs and expenses of suit as may be allowed by law.

Broker/Agent Signature

Buyer Signature

Phone number and address

Email address

Date signed

TRI VALLEY COMMERCIAL REAL ESTATE # 01527665

Jay (Sanjay) Kaushish, bre # 01463376

(925) 497-2888

J.pal@sbcglobal.net

jaykaushish@gmail.com

HONESTY INTEGRITY HARDWORK