ACTION REALTY TASKS

ACTION REALTY TASK, INC

NON-DISCLOSURE AGREEMENT

www.actionrealtytaskinc.com
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CEL: (714) 515-2894

NON-DISCLOSURE / CONFIDENTIAITY AGREEMENT (NDA)

This is a contract and intended to be legally binding agreement. Please read carefully.

Thank you for your inquiry. Our agreement with our Seller(s) requires that we obtain a Non-Disclosure Agreement (NDA) before disclosing any confidential or potentially sensitive information (e.g. business name, address, disclosure of financial data, etc.) relating to a confidential business or property sale or lease-related business, kindly call us at (714) 515-2894 shall any questions arise, or shall NDA not be completed for any reason.

- 1. a. I understand that information provided by Action Realty Task Holdings, Inc. ("ART") on any Seller's business or landlord's property is valuable, sensitive and confidential, and that disclosure of the name of the business. And/or any data pertaining to its current or historical financials, release of other operational details may damage the subject business and/or property as well as ART's fiduciary responsibility to the Seller.
- b. I agree not to disclose any such details to any person or entity who has not also signed this agreement for a period of twelve (12) months.
- 2. I agree that neither I nor anyone acting on my behalf will contact the Seller, its Employees, Suppliers. Customers, Landlord, or Parties with whom the Seller has a contractual relationship except through Action Realty Task Holdings, Inc. All inquiries, correspondences, offers to purchase and negotiations relating to the purchase or lease of any opportunity or its premises presented by ART shall be exclusively conducted through ART.
- 3. a. I understand that all information pertaining to the business and/or property is provided by the Seller and is not verified in any way by ART. Action Realty Task Holding, Inc. ("ART") or its Broker or its Agent makes no warranty, express or implied, as to the accuracy of such information.
- b. I understand that it is my sole responsibility to independently verify all pertinent facts provided through ART prior to concluding an agreement to purchase a business or property.
- c. I agree to indemnify and hold ART harmless from any claims or damages arising out of any errors or omissions relating to such information or sale or lease. I further understand that ART is not authorized to provide tax and/or accounting consultation or legal advice regardless of ART's scope of practice and knowledge.
- 4. a. I acknowledge that ART represents the Seller and has entered into a contract solely with the Seller and is entitled to receive the commission pursuant to its contract with the Seller.
- b. I will not interfere with or attempt to circumvent ART's contract with the Seller under which this business and/or property is listed, and I understand that such interference should directly result in a legal course against me from ART for the payment of a brokerage fee equal to a 10% of the agreed-upon sale price or the actual sales price, whichever is greater.

Please fill in the information below completely. The driver license number is required.

Name (Print):		Date:	
Signature:		Cell:	
Street Address:		Email:	
City:		State:	ZIP:
Driver License No:		* Available Funds: \$	
LISTING DESCRIPTION:	Fresh Meat & Produce Ma	rket – Little Saigon	Price (\$) : <u>199,000.00+Inv</u> entory
BUSINESS NAME (DBA): _		L	isting No.: <u>Bizben: #56553</u> 67
ADDRESS:			