



NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

VR BUSINESS BROKERS

17100 Pioneer Blvd., Suite 450 Artesia, CA 90701

Ph: (562) 402-2686

Attention Listing Agent/Broker: _____

Our agreements with Sellers require that we obtain this Agreement from all Buyers prior to disclosing business or property information. In consideration of VR Business Brokers ("Broker") introducing businesses for sale to the undersigned Buyer ("Buyer"), the parties agree as follows:

The undersigned acknowledges that they are acting as a principal, not an agent or broker.

ALL OBLIGATIONS UNDER THIS AGREEMENT INCLUDING CONFIDENTIALITY, NON-CIRCUMVENTION, NON-CONTACT, AND ANY OTHER RESTRICTIONS OR COMMITMENTS DESCRIBED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE BUYER SIGNS THIS AGREEMENT.

1. (a) That all information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners. "Information" includes, but is not limited to, the fact that the business is for sale, financial statements, tax returns, customer lists, trade secrets, marketing data, lease information, and any other materials provided, advertised, published, received, or viewed.
 (b) Buyer agrees not to disclose Information to any person who has not also signed this Agreement, except to secure advice from professional advisors (accountants, attorneys, etc.), who must also maintain such information in strict confidence.
 (c) Buyer agrees not to contact business owners, landlords, employees, suppliers, or customers regarding the sale of the business except through Broker, until such time as Broker authorizes such contact. All correspondence, inquiries, offers, and negotiations relating to the purchase or lease of any business or property presented by Broker shall be conducted exclusively through Broker.
 (d) Buyer agrees not to circumvent or interfere with Broker's contractual relationship with the Seller in any way. In the event Buyer becomes employed by, serves as a consultant for, or otherwise becomes associated with any business shown or listed for sale by Broker — or if Buyer purchases, invests in, partners with, trades, leases, or exchanges with any such business — without Broker being compensated, Buyer shall be liable for a commission/to Broker in the amount of the greater of \$20,000 or twenty percent (20%) of the listing price.
2. All information regarding businesses for sale is provided by Sellers and/or other sources. Broker has relied upon Sellers for accuracy and completeness but has not verified such information and makes no warranties, express or implied. Buyer acknowledges the need for independent verification and agrees to conduct due diligence with the assistance of a qualified attorney and CPA prior to entering into a purchase agreement or opening escrow. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from inaccurate or incomplete information provided by the Seller.
3. Should Buyer enter into an agreement to purchase a business, Buyer shall provide a financial statement, personal and business history, and Buyer authorizes the Seller to obtain through standard reporting agencies financial and credit information. Should Buyer decide not to purchase a business, Buyer agrees to immediately return all materials received from Broker and Seller.
4. Buyer agrees that all obligations under this Agreement — including but not limited to confidentiality, non-circumvention, non-contact, and commission protection — shall survive the expiration, withdrawal, or termination of any business listing and shall remain enforceable for the full FOUR (4) year term specified herein, regardless of whether the business is still offered for sale through Broker.
5. Agency definitions can be found within the California Civil Code § 2079.16. Following are brief descriptions of the types of agencies: SELLER'S AGENT is an agency relationship when an agent acts exclusively for the Seller. BUYER'S AGENT is an agency relationship when an agent acts exclusively for the Buyer. DUAL AGENCY is an agency relation when an agent acts for both Seller and Buyer. In each case, fiduciary duty, integrity, honesty, and loyalty in dealings are of utmost importance. **Notwithstanding the specific agency relationship in place, all terms, covenants, and obligations of this Non-Disclosure, Confidentiality, and Non-Circumvention Agreement shall remain in full force and effect for its entire term.**

AGENCY CONFIRMATION: **Broker is an agent for me and the Seller.** Broker represents both Buyer and Seller in Dual Agency.
 Broker is not an agent for me. Broker represents only the Seller exclusively.

BUYER ACKNOWLEDGES BUYING A BUSINESS INVOLVES RISK, AND THAT TOTAL LOSS IS POSSIBLE. BUYER AGREES NOT TO RELY ON ANY ADVERTISEMENTS OR INFORMATION RECEIVED FROM BROKER. BUYER AGREES TO RELY SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. BROKER HAS ADVISED BUYER TO SEEK CONSULTATION FROM AN ATTORNEY AND ACCOUNTANT PRIOR TO OPENING OF ESCROW DURING DUE DILIGENCE. BUYER ACCEPTS SOLE RESPONSIBILITY AND ACCEPTS ALL CONSEQUENCES IN BUYING A BUSINESS.

COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

Signature _____ Date _____

Signature _____ Date _____

Name (Please Print) _____

Name (Please Print) _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Phone _____ Email _____

Phone _____ Email _____