

# NON-DISCLOSURE AGREEMENT

Our agreement with the Seller/Co-op Broker requires that we obtain a Non-Disclosure Agreement and evidence of financial ability before disclosing & name and location of his/her business.

This information will be kept confidential.

**Real Property/Business Name:** \_\_\_\_\_  
**Real Property/Business Address:** \_\_\_\_\_

In consideration of the Broker, HaNa Realty and Buyer;

\_\_\_\_\_ providing the information on Properties/Business for sale, I have understood and agree to the following:

1. (A) That any information provided on any information on Properties/Business is sensitive and confidential, and that its disclosure to others may be damaging to the business and their owners.  
(B) Not to disclose, for a period of two years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountant, Attorneys, etc.) 'Information' as used in this Agreement shall include the fact that the Properties/Businesses are for sale, plus any other data provided.  
(C) Not to contact the Property/Business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any Property/Business presented by Broker will be conducted exclusively through Broker.  
(D) In consideration of information furnished to me/us of place of Property/Business listed above as being available of sale or lease, I/we agree that should I/we buy, lease or come into possession of any of them. I/we will deal and purchase through your office, so that you may have an opportunity to collect your brokerage fee from the seller (owner). In the event that I/we should buy or lease any of above place of Property/Business without dealing through your office, I/we will pay you brokerage fee of ten percent of price set forth herein, plus reasonable attorney's fees incidental to the collection thereof. Should I/we become the manager or connected with any of the Property/Business(es) listed, or should I go into Property/Business(es) independently at any of the locations listed, within said time, then said acts shall be equivalent to and constitute a purchase for the purpose of this agreement.
2. That all Information regarding Property/Businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker, Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make any independent verification of said information prior to entering an agreement to purchase any business. I/we agree that Broker is not responsible for the accuracy of any of the information I/we receive or fail id receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business might purchase.
3. That should I/we enter into an agreement to purchase a Property/Business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain, through standard reporting agencies, financial and credit information about me/us or the companies I/we represent.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

Buyer Name: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Name: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Home Address: \_\_\_\_\_

Buyer Work Phone # \_\_\_\_\_ Cel # \_\_\_\_\_ Down Payment \$ \_\_\_\_\_