

Confidentiality Agreement

The here-signed prospective purchaser(s) ("Buyer or Buyer's Agent") hereby requests confidential information, currently and from this time forward, on property or business represented by Pacific Inter Capital. Buyer or Buyer's Agent hereby acknowledges that Pacific Inter Capital first provided such information to the Buyer or Buyer's Agent -In consideration of Pacific Inter Capital having provided such information, the Buyer or Buyer's Agent hereby agrees:

1. Any information Pacific Inter Capital provides about a property or business was obtained from the property or business owner and Pacific Inter Capital makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the property or business and obtaining any legal, tax, or other counsel Buyer or Buyer's Agent deems necessary, prior to purchasing the business.
2. Any information Buyer or Buyer's Agent is given about a property or business including its availability for acquisition, shall be treated as confidential and proprietary. Buyer or Buyer's Agent shall not disclose, without prior written permission, any such information to any third party except Buyer or Buyer's Agent's representatives actively engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer or Buyer's Agent decides not to purchase the property or business, Buyer or Buyer's Agent shall promptly notify Pacific Inter Capital of this fact and shall promptly destroy all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's or Buyer's Agent's duty to the seller and Pacific Inter Capital and could result in their seeking recourse against the Buyer or Buyer's Agent. Buyer or Buyer's Agent shall hold Pacific Inter Capital harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each property or business about which a Buyer or Buyer's Agent shall be given information by Pacific Inter Capital has entered into an agreement providing that Seller shall pay a fee to Pacific Inter Capital if, during the term of that agreement or within eighteen months thereafter, the property is transferred to a Buyer or Buyer's Agent introduced by Pacific Inter Capital .. Should Buyer or Buyer's Agent acquire any interest in or become affiliated in any capacity with such a property, or business, Buyer or Buyer's Agent shall inform Pacific Inter Capital truthful about all aspects of transaction in order for PIC to recover all fees in his listing agreement with the seller.
4. Buyer or Buyer's Agent shall conduct all inquiries into and discussion with any property or business about which, Pacific Inter Capital provides information solely through Pacific Inter Capital .., and shall not directly contact the owner, employees or other representatives of the property or business except by prior arrangement with Pacific Inter Capital ..
5. If Buyer or Buyer's Agent breaches the terms of this Agreement or in any way interferes with Pacific Inter Capital .' right to a fee, Buyer or Buyer's Agent shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. Pacific Inter Capital may act as a dual agent representing both Buyer or Buyer's Agent and Seller.
7. Buyer or Buyer's Agent Acknowledges receiving a copy of this Agreement.
8. The here-signed executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Date

Cell Telephone

Name (print)

Business Telephone

Company

Fax Number

Street Address

Business Interested in

City, State, or Zip Code

E-mail Address

Pacific Integrated Capital Agent:

Signature

Shawn Ahrabi Tell: (310) 709-0178

Please fax or email back your signed agreement to: (310) 606-2200 or: shawn@picbrokers.com