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**CONFIDENTIALITY - NON-DISCLOSURE AGREEMENT**

*\*Please Complete Bottom Portion, Sign & Return via Email or Fax to 619 631-8501*

It is understood that you may be interested in acquiring information on a business known as \_\_\_\_\_, located at \_\_\_\_\_ and you have requested certain information provided by the owner of said property from Signature Real Estate, "Broker". I must inform you that the information will contain confidential trade, business and financial secrets, which have been made available by the owner to me for the sole and exclusive purpose of providing same, in confidence to potential buyers. The information provided has been reviewed as to both form and content by the owner, but its accuracy has not been confirmed by Broker. By your signature below you acknowledge that the information is derived entirely from the owner and Broker does not warrant or guarantee the accuracy and advises you to undertake an independent investigation of the facts and information contained therein. Broker strongly recommends that you consult with your attorney, CPA, and other professionals regarding this transaction.

In consideration for Broker to release the information, including address and location of said Property, you expressly agree that any and all such information, whether written, oral or electronic format, shall be kept strictly confidential and private and that you, your agents, employees, assignees, relatives, and friends shall not directly or indirectly disclose, release or give access to said information to any person or entity, except as may be necessary to have the information reviewed as part of the analysis of the business for the purpose of purchasing same or contact the seller or his employees directly. You further agree not to disclose that the property is for sale without the express written consent of Broker and to return all the information provided upon request of Broker.

You are advised that under California law, Broker may represent both the owner and the buyer in the sale of the property, provided Broker so informs the parties of such representation. You, as a potential buyer, may obtain your own broker/agent or may utilize Broker.

In the event Client breaches this Agreement in any way and/or attempt to circumvent Broker in any way, Client agrees to pay broker an amount equal to ten (10%) percent of the selling price as a commission. In the event either party commences a lawsuit resulting from this Agreement, the prevailing party shall be awarded attorney fees and costs.

Acknowledged and agreed:

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_