

CONFIDENTIALITY & NON- DISCLOSURE AGREEMENT

1- Business Opportunity:

This NDA and CONFIDENTIAL AGREEMENT is made as of _____, 20____ by and between, **PowerStone Real Estate, Mike Kashani, broker** herein after referred to as “Disclosing Party” and _____ as undersigned Receiving Party/prospect (Buyer”) and/or Buyer’s Brokers including all Buyer’s affiliates and subsidiaries collectively together referred to as “Receiving Party”, the “Parties” in consideration of Disclosing Party supplying to Receiving Party with confidential information regarding the following Business Opportunity for sales and/or lease and not limited to all and any real estate transactions that Disclosing Party may introduce to Receiving Party and Receiving Party hereby agrees:

1- Evaluation Material. As used in this Agreement, the term “evaluation Material” shall mean any and all information or data that may be disclosed or made available to Buyer pursuant to this Agreement by or on behalf of Disclosing Party, including, without limitation, owner, customer or contact lists, projections, business plans and operations, processes, technical information, financial and marketing information or any other proprietary or confidential matter or trade secrets. The Parties acknowledge and agree that Evaluation Material may be written, oral, graphic, pictorial, recorded, stored on computer, information constituted valuable, special or unique assets that were developed or obtained through investment of significant time, efforts or expense, and that access to such information would not be possible but for the relationship of Parties hereunder.

DO NOT CONTACT the seller, owner, employees, brokers, suppliers directly without first obtaining permission from Disclosing Party.

Term: In consideration of information furnished and presented to Recipient of places of business, commercial for lease and/or buy or sale listed below as being available for sales, buy or lease, Receiving Party agree that they should buy, sell or lease or come into possession of any listed, introduced and provided by Disclosing Party to within one (1) year from date hereof that will deal and purchase through Disclosing Party office, as Buyer’s representing broker, so that Disclosing Party may have an opportunity to collect brokerage fee from the seller and/or owner.

2- Commission Protection. In the event the Receiving Party and/or Buyer or its representative broker should consummate, buy, sell, lease the Business Opportunity any and all real estate transactions above introduced by Disclosing Party, and as it’s agent(s) without having Disclosing Party represent as buyer’s agent or Seller’s Agent and any shape or form without dealing without Disclosing Party office, Buyer will then pay to Disclosing Party as brokerage fee/commission equivalent of Three percent (3%) of purchase price in addition to reasonable attorney’s fees incidental to the collection thereof. Should Buyer purchase real estate properties listed above, or should Buyer go into business independently at any of the locations listed within said time of two year from this date then, said act shall be equivalent to and constitute a purchase, sale, buy or lease for the purpose of this agreement. To all of the foregoing Buyer agree regardless of whether Disclosing Party have an active listing or not to acknowledge and agree that Buyer and/or Receiving Party have had no previous information concerning the business (es), property for sale and/or lease information for sale on this list.

3- Authority. Herein represent that Receiving Party have authority to enter into this agreement on behalf of their affiliations, holding companies, subsidiaries, husband, wife, and immediate family members including my sons and/or daughters or other legal entities such as corporation and partnership they represent and warrant to other parties that they are duty authorized to execute and deliver this agreement on such signatory’s behalf.

- 4- Accuracy and Completeness. Neither Disclosing Party nor its representative and agent makes any representations or warranties as to the accuracy or completeness of the Evaluation Material,. Buyer/Receiving Party agrees that neither Disclosing Party nor any of its representatives shall have any liability to recipient resulting from Buyer disclosure or use of the Evaluation Material for and to any third parties, whether or not permitted hereby.
- 5- No Waiver. No Failure or delay by either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder.
- 6- Both Disclosing Party and Receiving Party/Buyer, acknowledge that they have read, understand and agree to the conditions herein stated:

BUYER/Receiving Party:

By: _____

Print Name: _____

Company Name: _____

Phone #: _____

Email: _____

Receiving Party/ Broker:

By: _____

Print Name: _____

Phone #: _____

Email: _____

Disclosing Party/Seller's Broker:

By: _____

Mike kashani, broker

PowerStone Real Estate

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