

Commercial Confidentiality and Non Disclosure Agreement

Confidentiality: In consideration of the delivery of Confidential Information, buyer hereby agrees, on behalf of itself and its successors, assigns, agents, advisors, officers, partners and employees as follows:

A. The Confidential information shall remain solely for its use in connection with its potential purchase of the Business. Accordingly, all information contained therein shall remain strictly confidential and Purchaser/Buyer, its successors, assigns, agents, advisors, officers, partners and employees shall not release any such items or disclose any such information to any other person or entity without the prior written consent of seller.

B. Buyer hereby agrees to defend, indemnify and hold harmless Seller and/or Broker and their successors, Assigns, agents, advisors, officers, partners and employees from and against all damages, losses, costs, expenses and liabilities (including all attorney fees and court costs incurred by Seller and/or Broker) arising out of or resulting from the failure of Purchaser or its successors, assigns, agents, advisors, officers, partners and employees to perform any of their obligations under the terms of this Agreement.

Dual Agency: Buyer agrees and acknowledges that the Broker listed below (unless otherwise states in this agreement) shall be considered the representative of both the Buyer and the Seller in case if the Buyer decide to buy the business/property.

No Warranties: The information obtained from the Seller deemed to be reliable with accurate numbers however we do not guarantee its accuracy. The prospective should verify all the information through their own reliable sources. The Broker is providing this information to the prospective buyer with the understanding that all negotiations and purchase deals shall be conducted through his office.

You agree and indicated by your signature below that you will keep all the information about the business confidential, will not visit to the business and will never ask any question/seek any information from any employee/other person at business premises without the prior permission/knowledge of the broker/agent. You also declare that you are not a real estate professional and you will not share the information with any real estate professional, your relatives and known persons. You also understand that passing this information to other parties and an attempt to buy this business in your or your known persons or relatives name within two years from the date of this agreement, is also a breach of this agreement. Any breach of this confidentiality agreement shall require you to pay Remax Gold Real Estate the sum of \$ 100,000.00 or more as liquidated damages.

Attorney Fees: If any lawsuit is filed which relates to or arises out of this Agreement, the prevailing party shall be entitled to recover from the other party such attorney fees as the court may award, in addition to such other costs and expenses of suit as may be allowed by law.

X _____ initial (Buyer)

Governing Law: This Confidentiality Agreement shall be governed and construed in accordance with California law.

THE EMPLOYEES ARE NOT AWARE THAT THEIR BUSINESS IS BEING MARKETED. UNDER NO CIRCUMSTANCES ARE YOU TO ASK EMPLOYEES QUESTIONS ABOUT THE BUSINESS. PLEASE DO NOT DISTURB THE BUSINESS/EMPLOYEES. YOU CAN SEE THE BUSINESS/PROPERTY PRETENDING AS A CUSTOMER.

BUYER:

NAME: _____

SIGNATURE: _____

DATE: _____

ADDRESS: _____

RESIDENCE PHONE: _____

CELL PHONE: _____

EMAIL ID: _____

FAX #: _____

Jaswant S Pannu (Realtor)
License # 01823177

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Phone: 408-340-0157 (Cell)
Fax: 408-416-0948

Email Id: Jaswantpannu@yahoo.com

REAL ESTATE/BUSINESS DETAIL:

NAME: _____

ADDRESS: _____

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NAME: _____

ADDRESS: _____

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ADDRESS: _____