

Date: 7/16/2019 - BizBen Posting: #230329 - Liquor Store In Stockton, San Joaquin County
Contact: Din Sharma at 707-365-9385, 707-864-6181 if you have any questions about this NDA or posting.
Instructions: Complete all the information below before emailing it back to: sharmadd@hotmail.com.
Your email subject to Din Sharma should read: NDA For Your Liquor Store In Stockton, San Joaquin County.

Your Name: _____ Your Phone: _____ Your Email: _____

NON DISCLOSURE AGREEMENT

Recitals

Purchaser has expressed an interest in buying the business deals and requested Din D Sharma (DDS) Commercial about the following business:

- 1.(BizID#)
- 2.(BizID#)
- 3. (Biz ID #)
- 4. (Biz ID #)
- 5. (Biz ID #)

NOW, THEREFORE, in consideration of the covenants contained herein Purchaser agrees as follows:

In connection with Purchaser's desire of a possible purchase of the Business/s and in order to determine the qualification to buy the business/s if needed, the undersigned agree to provide his/her confidential information as per Buyer Profile Form and more such as but not limited to documents such as Tax Records, Financial Reports, Leases, Contracts, Employment Contracts, Insurance and License information and other documents deemed necessary to the broker, its agents, or to seller to properly analyze for the qualification for this possible purchase. If any part of this NDA and buyer profile is altered, deleted, amended, changed or not properly filled in by the prospect buyer, then this NDA will be treated as void and hence no information will be forwarded to the prospect buyer. Further Broker/Agent /seller reserve the right to refuse to provide business information to any person.

No Warranties : Seller and or Broker make no warranty or representation regarding the accuracy or the contents of the Confidential Information provided to Purchaser.

Use of Information: Purchaser agrees and acknowledges that confidential Information provided by Seller and or Broker regarding the Business is furnished solely for Purchaser's review in connection with its possible purchase of the Business. Purchaser is using Confidential Information provided at its own risk, and Seller and or Broker shall have no liability for any inaccuracies, omissions, errors or other matters which may appear in the Confidential Information. Purchaser will use the Confidential Information solely in connection with its examination of the Business and for no other purpose whatsoever.

Purchaser Representations: Purchaser represents and warrants to Seller and or Broker that it is a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to purchasing a business and is capable of evaluating the merits and risks of such an investment and will evaluate the merits and risks of making such an investment independent of any conclusions contained in the Confidential Information provided by Seller and or Broker.

Confidentiality: In consideration of the delivery of Confidential Information, Purchaser 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, 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. Purchaser 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 attorneys 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; and

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C. Should the parties not enter into an agreement with regard to the purchase of the business, the purchaser hereby agrees to return the Confidential Information to Seller and or Broker retaining no copies within Five (5) days after this date. Method of delivery to be person to person or requiring a signature as proof of delivery.

D. Notwithstanding the foregoing, Purchaser may, in accordance with its examination of the Business disclose Confidential Information to an attorney, accountant, advisor or agent of Purchaser, provided however that prior to such disclosure Purchaser obtains from such attorney, accountant, advisor or agent or Purchaser a confidentiality agreement in favor of Seller on terms and conditions substantially similar to those contained in this Agreement.

Dual Agency : Purchaser agrees and acknowledges that the Broker listed below (unless otherwise stated in this agreement) shall be considered the representative of both the Purchaser and the Seller should the parties enter into an agreement for the purchase of the Business.

Binding : The terms of this Agreement shall be binding upon any entity controlled by Purchaser or in which Purchaser and or entity controlled by Purchaser is a general partner.

Severability : If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected

Waivers: No waiver of breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

Construction : Headings are solely for the parties' convenience, are not a part of this Agreement, and shall no be used to interpret mis Agreement. The singular from shall include the plural and vice versa. This agreement shall not be construed as if it had been prepared by one of the parties but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections or to this Agreement. This Agreement may not be amended or altered except by a written instrument executed by Seller and Purchaser.

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.

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

You agree and indicated by your signature below that you will keep all the information about this / these business/es 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 / mortgage professional and you will not share the information with any real estate professional and your relatives and known persons. You also understand that passing this information to other parties and buying this business in their/other names after the expiry of the broker's listing agreement with the seller or within three 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 Din D Sharma(DDS) Real Estate the sum of\$ 100,000.00 or more as liquidated damages.

Purchaser Signature: _____ Date: ____/____/____

Print Name: _____ Phone: _____ Fax: _____

Cell Phone: _____ Email: _____

Down Payment Amount: _____ Sources of Down Payment: _____

Address (Residence) : _____ City _____ CA _

Address (Other Real Estate Owned): _____ City _____ CA

Din D Sharma Commercial 510 Meadow Valley Cir, Fairfield, CA 94534;707-365-9385;E-mail:sharmadin@ymail.com