

Date: 7/17/2019 - BizBen Posting: #244999 - Family-Owned Bakery and Coffee Shop In Monterey County

Contact: Datta Khalsa at 831-462-4000, 831-818-0181 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: datta@mainstreetrealtors.com.

Your email subject to Datta Khalsa should read: NDA For Your Family-Owned Bakery and Coffee Shop In Monterey County.

Your Name: \_\_\_\_\_ Your Phone: \_\_\_\_\_ Your Email: \_\_\_\_\_



### BUYER CONFIDENTIALITY AGREEMENT

Our agreement with the Seller requires that we obtain a non-disclosure agreement, signed by the prospective Buyer and evidence of financial ability before disclosing the name and location of his/her business. This information will be kept confidential. Please review, sign and date below, print your name by your signature and fax back to 831.401.2557.

In connection with the possible acquisition by you of ***the referenced Business Opportunity advertised on BizBen.com***, we will be furnishing you with information regarding this property, its financial condition, operations, and customers or prospects. In consideration of obtaining this proprietary information, you agree that:

1. All the proprietary information furnished by **MAIN STREET REALTORS**, its agents or by the Business to you shall remain **confidential**.
2. When inspecting the Plant or Facility, **no cameras or recording devices** will be taken onto the Premises.
3. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information for five (5) years from this date to any person(s) or entities other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed acquisition.
4. Not to disclose any information regarding this Business to any other person or entities, "information" shall include its name, location, type of business, the fact that the Business is for sale, plus other data.
5. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact and return to us **all** proprietary information furnished to you without keeping copies of any information provided.
6. I agree **not** to contact the owner, his employees, suppliers, or customers except through a **MAIN STREET REALTORS** Agent.
7. That all information is provided by the Seller and is not audited. Broker and Agents are relying on Seller for the accuracy of said information, have no knowledge of the accuracy of said information and make no warranty entering into an agreement to purchase said Business. I should make such independent verification as I deem necessary of said information I receive. I agree to hold Broker and Agent harmless from any claims or damages resulting from its uses.

It is understood that **MAIN STREET REALTORS**, may represent the Buyer in this transaction; however, under California's Agency Disclosure laws, can also, under certain conditions, represent the Seller, and that at the appropriate time, I will be given an Agency Disclosure Acknowledgment.

This agreement is for the purpose of protecting the confidentiality of the Seller. I acknowledge that I have received a signed copy of this agreement.

Please review, sign and date below, print your name by your signature and fax back to 831.401.2557

**AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Names of Buyers, Partnership or Corporation**

\_\_\_\_\_  
**E-Mail**