Date: 6/16/2019 - BizBen Posting: #248437 - Edible Arrangement Fruit And Chocolate Gift Store In Alameda County
Contact: AJ Rana at 510-737-8500 Cell, 510-737-8500 Text if you have any questions about this NDA or posting.
Instructions: Complete all the information below before emailing it back to: ajrana@lemaracommercial.com.
Your email subject to AJ Rana should read: NDA For Your Edible Arrangement Fruit And Chocolate Gift Store In Alameda County.

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

NON-DISCLOSURE AGREEMENT

The undersigned Buyer, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the following business: **Please write BizBen Posting #** _____ ("Business") by Broker Lemara Commercial or its agent ("Broker") and requests Confidential Information about the Business. Such Confidential Information shall be provided to Buyer for the purpose of evaluating the possible purchase by Buyer of all or part of the Business. As used in this agreement ("Agreement"), the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual or other entity with which the undersigned is affiliated. Buyer agrees as follows:

1. **DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral, or otherwise made known to Buyer: (a) from any inspection, examination or other review of the books, records, assets, liabilities, processes or production methods of the owner of the Business ("Seller"); (b) from communication with Seller or Seller's broker, directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises; or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available to the public.

2. **NON-DISCLOSURE OF INFORMATION:** Buyer acknowledges that Seller desires to maintain the confidentiality of the information disclosed to Buyer. Buyer agrees not to disclose or permit access to any Confidential Information, without the prior written consent of Seller, to anyone other than Buyer's legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. Buyer shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Seller's direction) all information provided to Buyer and will not retain any copy, reproduction or record thereof.

3. **NON-CIRCUMVENTION:** The Seller has entered into an agreement providing that Seller shall pay a fee to the listing broker if, during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by the listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the Business, acquire any interest in, or become affiliated in any capacity with the Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

4. **BUYER'S RESPONSIBILITY AND DISCLAIMER OF BROKER'S LIABILITY**: The Brokers have received information about the Business from the Seller which may include, but is not limited to, tax returns, financial statements, equipment lists and facility leases. Based on information provided by sellers, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns and any other facts which might influence Buyer's purchase decision or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors and not thatof Broker.

5. **FURTHER TERMS:** Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords, or suppliers, nor linger, or otherwise observe the Business, without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller and Seller's successors are specifically intended to be beneficiaries of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement shall be construed under and governed by the laws of the State of California. The venue for any action instituted to enforce any terms of the Agreement shall be in the county in which the office of the listing broker is located. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. If Buyer is a corporation, partnership or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. Buyer acknowledges receipt of a fully completed copy of this Agreement.

Signature (Buyer)	Date	Name (print) (Buyer)	Telephone

Brokerage Firm:

Lemara Commercial	business@lemaracommercial.com	510-737-8500
Company	Email Address	Telephone
1999 S. Bascom Ave Ste 900	**AJ Rana**	
Street Address	Broker or Broker's Agent (print)	
Campbell, CA 95008	**www.lemaracommercial.com**	**1-866-631-3080**
City, State, ZIP	Web	Fax