

Date: 7/24/2019 - BizBen Posting: #251899 - Ice Cream Kiosk - Asset Sale In Culver City

Contact: Ho Chul (Alex) Jeon at 714-274-5590 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: alex.bizbroker@hotmail.com.

Your email subject to Ho Chul (Alex) Jeon should read: NDA For Your Ice Cream Kiosk - Asset Sale In Culver City.

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

ALEXANDER Y YI  
2112 N. Main St., Suite 285 Santa Ana, CA 92706

Ho Chul (Alex) Jeon 714-274-5590

**NON-DISCLOSURE AGREEMENT**

The agreement between AP Business Brokers, a California corporation (the "Broker") and the sellers whose businesses are listed with the Broker (collectively, the "Sellers' Businesses") requires that the Broker obtain a Non-Disclosure Agreement and evidence of a potential buyer's financial capability before disclosing the name and location of any of the Sellers' Businesses. Any information disclosed shall remain confidential.

In consideration of the Broker's disclosure of any information related to any Seller's Business, the undersigned understands and agrees:

1. That any proprietary information provided on any Seller's Business is sensitive and confidential, and that its disclosure to others may be damaging to the Seller's Business and its owners. The term "proprietary information" does not include any information which is, or becomes, generally available to the public.
2. Not to disclose, for a period of two (2) years from the date this Non-Disclosure Agreement is executed, any information regarding any Sellers' Businesses to any other person who has not also signed this Non-Disclosure Agreement, except to secure the advice and recommendations of business advisors (accountants, attorney, etc.). "Information," as used in this Non-Disclosure Agreement, shall include the fact that the Seller's Business is for sale, in addition to any other data provided.
3. Not to directly contact the business owners or their landlords, franchisors, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase the business and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.
4. Not to circumvent or interfere with Broker's contract with the Seller(s) in any way. The undersigned understands any interference with Broker's contract right to its fee from Seller(s), may result in personal liability to Broker for payment of the Seller(s) fee. The undersigned understands that should the undersigned become a manager or otherwise connected with any of the businesses shown or offered for sale through Broker, or should the undersigned buy, trade, lease or exchange any of the businesses disclosed through Broker, then a fee will be due to Broker. The undersigned understands that the undersigned shall not be liable for any fee paid to Broker by Seller for any purchase made through Broker.
5. That all Information regarding a Seller's Business is provided by the Seller(s) or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said Information and makes no warranty, expressed or implied, as to the accuracy of such information. Under that understanding, the undersigned represents that the undersigned shall independently verify any information provided by the Seller(s) prior to entering into an agreement to purchase any business. The undersigned agrees that Broker is not responsible for the accuracy of any of the information the undersigned receives or fails to receive, and the undersigned agrees to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any Information provided to with respect to any business that is or may be purchased.
6. That should the undersigned enter into an agreement to purchase a business, the undersigned shall provide a financial statement and a personal and business history and shall authorize the Seller(s) to obtain, through standard reporting agencies, any financial and credit information about the undersigned or the companies the undersigned represents.
7. That Broker may act as a dual agent representing both buyer and seller.
8. That should the undersigned determine not to pursue the business opportunity contemplated between the parties, the undersigned shall promptly advise Broker of this fact and shall immediately return all proprietary Information furnished without retaining copies, summaries, analysis or extracts.

The undersigned further represents and warrants that the undersigned is not a real estate agent or a broker.

The undersigned acknowledges that the undersigned has received an exact copy of this Non-Disclosure Agreement and has read this Non-Disclosure Agreement carefully and understands it.

Date\*: \_\_\_\_\_ (\* Must be filled)  
 Legal Name\*: \_\_\_\_\_  
 Signature\*: \_\_\_\_\_  
 Address\*: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Cell #\*: \_\_\_\_\_  
 E-Mail\*: \_\_\_\_\_  
 Current Occupation: \_\_\_\_\_  
 Related Experience: Yes                      No  
 Type of Business Desired: \_\_\_\_\_  
 Location Desired: \_\_\_\_\_  
 Budget: \$ \_\_\_\_\_  
 Down Payment Amount: \$ \_\_\_\_\_  
 Loan Need (If applicable): \$ \_\_\_\_\_

Specifications of Business Desired: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Partner or Spouse (If viewing the information together)  
 Legal Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Home/Bus. #: \_\_\_\_\_  
 Cell #: \_\_\_\_\_  
 E-mail: \_\_\_\_\_