

Date: 7/22/2019 - BizBen Posting: #252736 - Hemp CBD Store In San Francisco County

Contact: Alex Dabit at 415-726-4589 Cell, 650-991-2121 if you have any questions about this NDA or posting.

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

Your email subject to Alex Dabit should read: NDA For Your Hemp CBD Store In San Francisco County.

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



Realty World Alliance
2488 Junipero Serra Blvd | Daly City, CA 94015
Phone (650) 991-2121 | Fax (650) 755-4747

Buyer's Acknowledgement of Introduction and Confidentiality Agreement

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business indemnified herein by Alex Dabit of Realty World Alliance ("intermediary"). The Undersigned, _____, requests information relating to the following business: _____ ("Seller") such information shall be provided to the undersigned for the sole purpose of entering into discussion with Seller of said Business for the possible purchase by the undersigned of all or part of the stock or assets of Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: The undersigned acknowledges that seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with intermediary not to disclose or permit access to any confidential information without the prior written consent of Seller, to anyone other than Buyer's employees, 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. The undersigned 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 Intermediary (at Intermediary's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all the 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 Seller, (b) from communications with Seller or its 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 shall not include information which: (i) is or becomes public knowledge without action by, or involvement of, Buyer, (ii) is received by Buyer from third party without a duty of confidentiality; (iii) is independently developed by Buyer without the use of the Confidential Information; (iv) is disclosed pursuant to any judicial or other governmental order, provided that Buyer gives Company sufficient prior notice to contest such order; or (v) is approved in writing by Company for disclosure by Buyer without restriction. Confidential Information does not include any information, which is readily available and known to the public.

3. DISCLAIMER OF INTERMEDIARY'S LIABILITY AND BUYER'S RESPONSIBILITY: When business Intermediaries take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment list and facilities leases. Based on information providing by the seller, Intermediaries 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 Intermediary does not audit or verify any information given to Intermediary or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performances. 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 decision to purchase, 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.

4. MISCELLANEOUS This Agreement imposes no obligation on either party to purchase, license, or otherwise transfer any products, services or technology. This Agreement shall survive the termination of any agreement between Seller and Buyer. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. No provision of this Agreement may be amended or waived without a written agreement signed by Company and Participant. This Agreement supersedes all other confidentiality or nondisclosure agreements between the parties. This Agreement shall be construed under and governed by the laws of the State of California. 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.

Buyer
Date: _____
By: _____
Name: _____
Company: _____
Title: _____
Email: _____
Direct Phone: _____

Listing Agent
Name: Alex Dabit, Realtor
DRE: 01362000
Company: Realty World Alliance