

Date: 7/21/2019 - BizBen Posting: #254102 - Express Car Wash With Real Estate In South Bay, Los Angeles County  
Contact: Tom Theung (Broker) at 626-482-0652 Cell, 626-482-0652 Text if you have any questions about this NDA or posting.  
Instructions: Complete all the information below before emailing it back to: realestate@tomtheung.com.  
Xogel as subject to Tom Theung (Broker) should read: NDA For Your Express Car Wash With Real Estate In South Bay, Los

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

DocuSign Envelope ID: 12400178-157C-4429-BBDF-07879E1A8C41

TOM THEUNG  
BROKER  
BRE LIC. #01925585



NEW CENTURY

960 E. LAS TUNAS DRIVE, SUITE A  
SAN GABRIEL, CA 91776

Mobile: (626) 482-0652  
Office: (626) 285-8899  
Fax: (626) 291-5808

[realestate@tomtheung.com](mailto:realestate@tomtheung.com)  
[www.cbnewcentury.com](http://www.cbnewcentury.com)

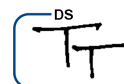
### Non-Disclosure & Non-Circumvent Agreement

This agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Coldwell Banker New Century/New Century Real Estate Services whose address is 960 East Las Tunas Drive, Suite A San Gabriel, California 91776, hereinafter referred to as "COMPANY" and \_\_\_\_\_ herein referred to as "REVIEWER."

Whereas, COMPANY has certain confidential information, including, but not limited to original ideas, development plans and proformas, strategies, assumptions, marketing plans, financial projections, processes, research, trade secrets, services, customer markets, sales data, and other proprietary information that it proposes to deliver to REVIEWER, for examination and evaluation purposes for the purchase of the retail express car wash business located at 4649 W. Rosecrans Avenue, Hawthorne, Ca. 90250, Aka Green Forest Express Car Wash, herein referred to as "BUSINESS". Individually, each of REVIEWER and COMPANY is herein referred to as a "party", and collectively as the "parties."

#### A. CONFIDENTIALITY AND COMMITMENTS

1. For a period of three years, beginning on the date of this agreement, REVIEWER shall be obligated to maintain in confidence, and will not use, publish or disclose, as provided in this Agreement, information regarding the BUSINESS disclosed by COMPANY (the "Confidential Information"). REVIEWER shall not disclose any Confidential Information using standards at least as stringent as those as it employs with respect to its own confidential and proprietary information. REVEIWER shall notify its employees, directors, officers, agents, affiliates and representative (including without limit financial advisors, attorneys, and accountants) to whom the Confidential Information is disclosed of the obligations under this Agreement, and provide such information only to those persons with need to know the same and who have signed the non-disclosure agreement or otherwise agreed to abide by the terms of this Agreement. REVIEWER shall use the Confidential Information strictly for the purpose of pursuing a business relationship between the parties evaluating the financial information provided. In the event the parties elect not to pursue a business relationship as to the "BUSINESS", REVIEWER shall not make any use of the Confidential Information nor shall REVIEWER pursue the "BUSINESS", development ideas, plans, strategies, etc., without COMPANY direct written approval or involvement. Notwithstanding anything to the contrary, The REVEIWER shall not contact the owner(s), officers, representative, and employees of the "BUSINESS" without prior written consent of the COMPANY during the term of this agreement.
2. If disclosure of Confidential Information is required by law or legal process, REVIEWER shall, to the extent practicable, notify COMPANY in writing prior to making such disclosure to provide sufficient time to request a protective order, and REVIEWER will disclose only such information that is legally required and will use its commercially reasonable efforts to obtain confidential treatment of any Confidential Information that is so disclosed.
3. This Agreement will not apply to Confidential Information that (a) is or becomes publicly available through no fault of REVIEWER; or (b) is or has been received in good faith by REVIEWER without restriction on use or disclosure from a third party having no obligation of confidentiality to COMPANY;



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or (c) is or has been independently developed by REVIEWER without reference to Confidential Information received from COMPANY, as evidenced by REVIEWER'S written records. The fact that information may no longer be Confidential Information shall not affect any rights of COMPANY with respect to patents, trademarks, or copyrights.

4. Title to all tangible forms of the Confidential Information shall be and remain with COMPANY. REVIEWER shall not copy or reproduce in whole or in part any Confidential Information without written consent or authorization of COMPANY, except as is consistent with the purpose of this Agreement. Upon written request of COMPANY or termination of this Agreement, all such tangible forms of Confidential Information regarding the "BUSINESS", shall be promptly returned to COMPANY or destroyed, at REVIEWER'S option.
5. REVIEWER shall not remove and proprietary, copyright, technology protection, trade secret, or other legend from any form of the Confidential Information regarding the "BUSINESS".
6. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.
7. This document and any appendices hereto contains the entire Agreement between the parties and supersedes any previous understandings, commitments, or agreements whether oral or written, pertaining to the subject matter of this Agreement. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so over broad as to be unenforceable, such provisions may be reduced in scope by the court to the extent it deems necessary to render the provision reasonable and enforceable.
8. The undersigned represents that he/she has the full right and authority to enter into this Agreement and bind the recipients thereto.
9. This Agreement, if signed by an individual on behalf of an organization, shall be binding on both the organization and the individual or individuals so signing.
10. Should any litigation or arbitration be commenced between the parties hereto on their representative concerning any provision of this Agreement or the rights and duties of any person or entity hereunder, the party or parties prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and court or arbitration costs incurred by reason of such litigation or arbitration, including reasonable attorney's and expert's fees incurred in preparation for, investigation of, or appeal of, any matter relating to such litigation or arbitration.

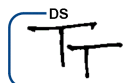
\_\_\_\_\_  
Authorized Signature, as REVIEWER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Organization Name

\_\_\_\_\_  
Print Address



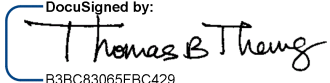
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Once fully executed, please mail, email, or fax to:

Coldwell Banker New Century/New Century Real Estate Services  
Attn: Thomas Theung  
960 East Las Tunas Drive, Suite A  
San Gabriel, California 91776  
Mobile: 626-482-0652  
Fax: 626-291-5808  
Email: realestate@tomtheung.com

DocuSigned by:  
  
By: \_\_\_\_\_  
B3BC83065FBC429...  
Tom Theung, Broker

