

## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Re/Max Atlantic is the Exclusive Listing Broker for the sale/lease of a property/business that the Owner has requested we market in a Confidential manner. Therefore, prior to Re/Max Atlantic releasing information, materials or other items pertaining to the property/business, we ask you to acknowledge.

- The undersigned expressly agrees not to visit the building/business; loiter in the building or parking areas, or otherwise conduct themselves in any way that attracts the attention of the employees of the company/business occupying the property. The Owner may allocate specific times for site visits that do no interfere with business/employee activity; therefore the undersigned agrees not to approach the property/business without scheduling a site visit appointment through the Re/Max Atlantic listing agent. Every effort will be made to coordinate a convenient time for all parties.
- Any information, material as well as fact of any negotiations are confidential and represent and warrant that same will not be disclosed to any other person or party except the legal and financial advisors of the undersigned who may be furnished such information for the purpose of advising the undersigned as to a proposed purchase of the subject property or business. The undersigned hereby states that he/she is a potential buyer (and a Real Estate agent, if applicable, representing a potential buyer) and is not searching for information for any competitive government or legal use.
- The undersigned further agrees that he/she will not knowingly solicit Tenants, Employees, and/or Customers of said property/business.

The undersigned acknowledges and understands that Re/Max Atlantic is merely transmitting, without warranty, information, data and material supplied by the owner and/or his employees and associated. Re/Max Atlantic makes no representation as to its accuracy nor has it made any attempt or effort by independent investigation to verify such information, data and material concerning said business. Re/Max Atlantic shall not be accountable or liable for its accuracy.

The undersigned agrees that by accepting information and introduction to the property and/or business by Re/Max Atlantic that they will conduct all further negotiations and attempt to acquire, either by lease or sale, the subject property or business through Re/Max Atlantic for a period of 24 months hereafter. The undersigned acknowledges that he/she has not retained a Buyer's Broker, or if so, will disclose such representation to Re/Max Atlantic upon signing this non-disclosure.

Re/Max Atlantic declares that the undersigned must, independently, investigate and verify the information supplied by Re/Max Atlantic as well as to independently undertake careful and diligent research of all aspects of the said investment opportunity or business so that a sound evaluation of it may be made by the undersigned. The undersigned understands that any decision to purchase this investment property or business must be based on his/her own analysis and judgment. The undersigned is advised that Seller may be responsible for any commission due Re/Max Atlantic should a sales transaction take place with the undersigned during the 24 month period following the date of expiration of their listing agreement.

At such time as interest in this matter ceases or negotiations are not continued, the undersigned agrees that he/she will promptly return all originals and copies of information furnished and destroy all notes and copies thereof made on this matter.

By signing below, the undersigned agree to abide by these conditions. Failure to abide by this Agreement may subject the undersigned to Legal and Financial remedies available to the Owner of the Property/Business, its Tenant(s) and the Listing Broker. Property and/or Business Name will be disclosed upon all parties signing below.

PROPERTY/BUSINESS: 30 Market St, Franklin Twp, NJ 08873

BUYER: Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

BUYER: Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Listing Agent: Print: VISHAL BRAMBHATT Sign:  Date: 09/02/24

Buyers Agent: Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this document, the Parties, hereto acknowledge that they understand their obligations and potential legal repercussions of violating the confidentiality of the Seller. Feel free to seek legal counsel prior to signing this document.