

Non-Disclosure Agreement (NDA)

DUAL AGENCY When California Broker Services, Inc. (hereinafter referred to "CBS, Inc.") lists a business for sale it becomes the agent representing the seller. CBS, Inc. often works with the buyer too, and thus becomes the agent for the buyer. CBS, Inc., is an agent for and represents both parties in dual agency capacity unless otherwise specified.

- a) Prospective buyers are not to contact the business owners or their landlords, franchisers, employees, suppliers, or customers except through CBS, Inc. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by CBS, Inc. will be conducted exclusively through CBS, Inc.

FULL DISCLOSURE Any agent must make a full disclosure of all relevant information known to the agent to the party that agent represents. Buyer and seller also must always, under California law, disclose all material facts which would influence the other party's decision.

- a) Prospective buyer is not to disclose, for a period of two (2) years from the date this NDA is signed, any information regarding these businesses to any other person who has not also signed this agreement, except to secure the advice and recommendations of business advisors. Information as used in this agreement shall include the fact that the businesses are for sale, plus any other data provided.

FOR PROSPECTIVE BUSINESS BUYERS We receive information about a business from the owner such as profit and loss statements, tax returns, leases, equipment lists, etc. CBS, Inc. does not audit financial information given to us nor do we in any way guarantee future business performance. We encourage you to do your own research and make your own informed decision regarding the financials & business performance.

IF YOU BREACH THE ABOVE POLICY YOU WILL BE LIABLE FOR LEGAL DAMAGES INCLUDING MONETARY DAMAGES OF 10% OF THE PURCHASE PRICE OR \$25,000 WHICHEVER IS GREATER. BY SIGNING BELOW, YOU AGREE TO KEEP INFORMATION DELIVERED TO YOU CONFIDENTIAL, AND YOU AGREE THAT YOU SHALL CONDUCT ALL INQUIRIES THROUGH US. RECEIPT OF THIS AGREEMENT IS ACKNOWLEDGED.

Listing Address _____

Name _____

Company Name _____

Date _____

DL or Passport Number _____

Phone Number _____

Email _____

Signature _____