



Frederick Kuo
Amber Rock Properties
Broker Owner
4695 MacArthur Ct 11th Floor
Newport Beach CA 92660
(949) 307-3018
DRE Lic No 01783211

Confidentiality and Non-Circumvention Agreement

CONFIDENTIALITY CLAUSE:

The undersigned Buyers acknowledge their role as principal Buyer(s) in this transaction, and recognize the Seller's intention to uphold the confidentiality of disclosed information. Buyer agrees not to disclose or grant access to any Confidential Information (including, but not limited to, the subject business being listed "For Sale") without written consent from the Seller, except to Buyer's legal advisors, financial advisors, and lenders. Such disclosures are solely permissible in the context of potential acquisition of the subject business. Buyer assumes responsibility for any damages incurred by the Seller due to a breach of this agreement by Buyer or Buyer's advisors. Should the Buyer opt against purchasing the business, Buyer commits to promptly return all received due diligence materials to the Broker.

NON-CIRCUMVENTION CLAUSE:

Buyer acknowledges that Amber Rock Properties (Broker) holds a listing agreement or an authorization to sell with the Seller, entitling the Broker to a commission for the sale of the subject business. Buyer agrees not to engage with management, employees, customers, or the landlord without the approval of Broker or their agents. Furthermore, should Buyer acquire, lease, or otherwise obtain possession of any assets of the subject business within two (2) years

from the date hereof, Buyer undertakes to uphold Amber Rock Properties' entitlement to a commission. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the Business, acquire any interest in, or become affiliated in any capacity with the Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

BUYERS TO COMPLETE THE INFORMATION BELOW

Buyer 1:

Date: _____

Name: _____

Signature: _____

Email: _____

Address: _____

Phone Number: _____

Buyer 2:

Date: _____

Name: _____

Signature: _____

Email: _____

Address: _____

Phone Number: _____

COOPERATING BROKERS COMPLETE (If applicable)

Date: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Agent's Email: _____

Business information below to be provided after NDA is signed by buyer

Business name _____

Address:

Listing Broker Signature : _____

Date: _____