



citycenter
realty group

Non-circumvention, Non-disclosure (NCND) Agreement FOR BUYER/INVESTOR

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward and good for one year from date of signing, on businesses or property(s) represented by **City Center Realty Group**. Buyer hereby acknowledges that **City Center Realty Group** first provided such information to the Buyer. In consideration of **City Center Realty Group** having provided such information, the Buyer hereby agrees:

1. Any Information **City Center Realty Group** provides about a business or property was obtained from the bank, lender, business or property owner, listing agent, and **City Center Realty Group** makes no representation or warranties expressed and/or implied as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business or property and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business or property.

2. Any information Buyer is given about a business or property, including its availability for acquisition; shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business or property, Buyer shall promptly notify **City Center Realty Group** this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and **City Center Realty Group** and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold **City Center Realty Group** harmless from any liability resulting from such unauthorized disclosure.

3. Should Buyer, Buyer's Family Member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business or property in this or all other future transactions presented by City Center Realty Group, without **City Center Realty Group's** direct knowledge and participation, then Buyer shall protect City Center Realty Group's right to a full commission from Buyer, equal to total 5% of the full Purchase Price or Listing Price, whichever is higher, due immediately. Buyer cannot share the information with any other person of interest without that person signing a confidentiality agreement with **City Center Realty Group** or without written and accepted consent of City Center Realty Group or will be liable for all fees and damages. If Buyer is represented by **City Center Realty Group** as a buyer's agent, then this clause is waived.

4. Buyer shall conduct all inquiries into and discussion with any business which City Center Realty Group provides information solely through City Center Realty Group, and shall not directly contacts the seller, owner, employees or other representatives of the business or the property except by prior written arrangement with **City Center Realty Group**.

5. If Buyer breaches the terms of this Agreement or in any way interfere with City Center Realty Group right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.

6. **City Center Realty Group** may act as a dual agent representing both Buyer and Seller. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer, b) diligent exercise of reasonable skill and care in performance of the agent's duties, c) a duty of honest and fair dealing and good faith and d) a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.

7. Buyer acknowledges receiving a copy of this Agreement.

8. If undersigned executes this Agreement on behalf of Buyer, then warrants that he/she is duly authorized to do so. Property/Business in which Buyer is Interested in: All Properties/Businesses presented/provided by **City Center Realty Group**

Buyer(s) Signature Buyer(s) Signature Date Buyer's Email Address

Buyer(s) Name (Print) Buyer(s) Name (Print) Buyer's Business Telephone

Company Name (if Applicable) Buyer's Mobile Phone

Street Address Fax Number to send Confidential Info

Buyer Agent's Signature (if Applicable) Agent's Signature (if Applicable)



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