NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

VR BUSINESS BROKERS
17100 Pioneer Blvd., Suite 450
Artesia, CA 90701
Ph: (562) 402-2686

Attention Listing Agent/Broker: _____

Our agreements with Sellers require that we obtain a Non-Disclosure and Confidentiality Agreement from all Buyers prior to disclosing business and property information. In consideration of VR Business Brokers "Broker" introducing businesses for sale to undersigned "Buyer", both mutually agree to:

The undersigned acknowledges that they are acting as a principal, not an agent or broker.

1. (a) That all information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.

   (b) Not to disclose, for a period of FOUR(4) years from this date any information regarding businesses listed for sale with Broker to any other persons who have not signed this Agreement, except to secure the advice and recommendations of business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided, advertised, published, received or viewed.

   (c) Not to contact the business owners, their landlords, employees, suppliers or customers regarding the sale of the business except through Broker until the time is appropriate for such actions. All correspondence, offers to purchase, and negotiations relating to the purchase or lease of any business or property presented by Broker will be conducted exclusively through Broker initially during the negotiations of sale.

   (d) Buyers shall not to circumvent or interfere with Broker's contract with the Seller in any way. In the event Buyer becomes employed, consultant for fee, or otherwise be associated with any businesses shown or listed for sale by Broker, or should Buyer purchase, invest, partner, trade, lease or exchange with any businesses disclosed to Buyer without Broker being compensated, then Buyer may be liable for Broker commissions minimum $20,000.00 or 20% of Listing Price whichever is greater.

2. All information regarding businesses for sale are provided by Sellers and/or other sources. Broker does/has relied upon Sellers to be truthful and complete in regards to all information provided to Broker and Buyers. Broker is not qualified to verify or validate information, books and records provided by Sellers. Therefore, Broker has/will not verify or validate the accuracy of information, data or claims on business listings, advertisements and documents, and Broker makes no warranty, express or implied thereof. In fact, Broker recommends to Buyer that he/she should assume all advertisements and information to be inaccurate and incomplete, and therefore a thorough investigation by Buyer is necessary prior to purchasing any business. With the clear understanding that advertisements and information provided by Broker and Seller may not be accurate and/or complete, Buyer agrees to make his/her own independent investigation into the business verifying and validating books, records, and all necessary information with a qualified Attorney and CPA prior to entering a Purchase Agreement or opening Escrow on any business offered for sale by Broker. Buyer further agrees that Broker is not responsible for the accuracy of advertisements and information received or fail to receive, and therefore Buyer agrees to indemnify and hold Broker and it's agents harmless from any claims and damages which may occur from inaccurate, incomplete or misrepresented information by Seller which Broker may have advertised or disseminated.

3. Should Buyer enter into an agreement to purchase a business, Buyer shall provide a financial statement, personal and business history, and Buyer authorizes the Seller to obtain through standard reporting agencies financial and credit information. Should Buyer decide not to purchase a business, Buyer agrees to immediately return all materials received from Broker and Seller.

4. Agency definitions can be found within the California Civil Code § 2079.16. Following are brief descriptions of the types of agencies: SELLER'S AGENT is an agency relationship when an agent acts exclusively for the Seller. BUYER'S AGENT is an agency relationship when an agent acts exclusively for the Buyer. DUAL AGENCY is an agency relation when an agent acts for both Seller and Buyer. In each case, fiduciary duty, integrity, honesty, and loyalty in dealings are of utmost importance.

   AGENCY CONFIRMATION: [X] **Broker is an agent for me and the Seller**. Broker represents both Buyer and Seller in Dual Agency.
   [ ] **Broker is not an agent for me**. Broker represents only the Seller exclusively.

BUYER ACKNOWLEDGES BUYING A BUSINESS INVOLVES RISK, AND THAT TOTAL LOSS IS POSSIBLE. BUYER AGREES NOT TO RELY ON ANY ADVERTISEMENTS OR INFORMATION RECEIVED FROM BROKER. BUYER AGREES TO RELY SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. BROKER HAS ADVISED BUYER TO SEEK CONSULTATION FROM AN ATTORNEY AND ACCOUNTANT PRIOR TO OPENING OF ESCROW DURING DUE DILIGENCE. BUYER ACCEPTS SOLE RESPONSIBILITY AND ACCEPTS ALL CONSEQUENCES IN BUYING A BUSINESS.

COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.

Signature _____ Date	Signature _____ Date
Name (Please Print) _____	Name (Please Print) _____
Address _____	Address _____
City _____ State Zip	City _____ State Zip
Phone _____ Email	Phone _____ Email