

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**BUSINESS:** _____**ADDRESS:** _____**DESCRIPTION:****ASKING PRICE:** _____.

This is intended to be a legally binding document. This agreement shall be governed by and enforced in accordance with the laws of the State of California, USA as applicable to contracts to be performed therein.

The undersigned (hereinafter, collectively, "Buyer") acknowledges its/his/her desire to receive from Epsteen & Associates ("Broker") and from the owner of the Business, described above ("Seller") certain information pertaining to the Business, the Seller and/or the possible sale of the Business (the "Transaction"). For purpose of this Agreement, (a) the term "Buyer" means all of undersigned, including both the potential buyer interested in the Transaction, and such buyer's broker, and both such buyer and buyer's broker are bound by the provisions of this agreement; and (b) any information provided to Buyer, or otherwise learned by Buyer, concerning the Business, Seller or Transaction shall collectively be referred to herein as "Confidential Information". In consideration of Broker providing Confidential Information to Buyer, Buyer agrees to the following:

KEEP INFORMATION CONFIDENTIAL

Buyer acknowledges that any Confidential Information disclosed to others may be damaging to the Business and the Seller. Buyer understands that Confidential Information includes, without limitation: the fact that Business is for sale; financial details; identity of suppliers and customers; and any information not generally known by public. Buyer agrees not to disclose Confidential Information to anyone other than its/his/her advisors and affiliates who both (a) have a need to know the information in connection with the Transaction; and (b) have agreed by signing a copy of this agreement to be bound by the terms of this agreement. Buyer agrees that all copies of materials and data provided to Buyer (and any information derivative of such information) shall also be "Confidential Information"; and all Confidential Information shall be returned to Broker in the event that Buyer decides not to pursue the Transaction. Buyer shall be legally responsible for the actions and omissions of Buyer's advisors and affiliates.

DIRECT ALL CONTACT THROUGH BROKER

Buyer shall not contact the Seller or any other individual or entity associated with Seller or the Business including, without limitation, landlords, employees, suppliers or customers except upon the prior written consent of Seller. All correspondence, inquiries, and offers to purchase, and other documents relating to the Business or Transaction (all of which is "Confidential Information") will be delivered solely through Broker, and all negotiations relating to the Business or Transaction will be conducted exclusively through Broker.

USE INFORMATION FOR EVALUATION PURPOSE ONLY

Without limiting the other restrictions in this agreement, Buyer agrees to use Confidential Information solely to internally evaluate the Business for the possible Transaction and not for any other purposes whatsoever.

DO NOT CIRCUMVENT SELLER AND/OR BROKER

Buyer will not circumvent Seller and/or Broker by contacting any person or persons involved with the Business including, without limitation, landlords, employees, suppliers or customers.

CONFIDENTIAL INFORMATION IS PROVIDED BY SELLER

All information about the Business is provided by the Seller and is not verified by Broker. Buyer understands that purchasing any business represents investment risks and that Buyer should obtain professional assistance from independent accounting, legal, and financial advisors to verify all information prior to consummating an agreement to purchase the Business. Buyer will not rely on the information provided by Broker or Seller, including the Confidential Information, but shall conduct its own independent due diligence. Seller (and not Broker) is the source of all information and statements about the Business. Broker makes no warranty, guarantee, expressed or implied, as to the accuracy of such information.

Buyer agrees to defend, indemnify, protect and hold harmless Broker, and release Broker, in connection with all information provided to Buyer, including all Confidential Information, and in connection with any breach by Buyer of any of its obligations under this agreement.

PROVIDE EVIDENCE OF FINANCIAL ABILITY

Should Buyer present an offer to purchase the Business, Buyer will provide a financial statement and a personal and business history, and Buyer authorizes Broker and Seller to obtain through standard reporting agencies, financial and credit information about Buyer and/or the companies Buyer represents.

ENFORCEMENT

Buyer acknowledges and agrees that any breach of any of its/his/her obligations hereunder will cause Seller and the Business irreparable harm for which Seller and the Business have no adequate remedy at law, and that Seller and the Business shall be entitled to injunctive and other equitable relief to prevent a breach or continued breach of this agreement, in addition to any other remedies Seller and Business may have at law or in equity, and that this agreement shall be specifically enforceable in accordance with its terms. Both Broker and Seller are beneficiaries of this agreement and are both entitled to enforce this agreement.

In any action or proceeding, whether or not resulting in litigation, between Buyer (or either of them) and Seller, or between Buyer (or either of them) and Broker, including any litigation to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover, in addition to any damages or compensation received, its costs and expenses incurred in connection with such action or proceeding, including any reasonable attorneys' fees, expenses and court costs.

We, the undersigned, understand and agree that this agreement is legally binding upon us. We understand that Seller and/or Broker have the right to seek any and all lawful remedies to enforce the terms of this agreement. We acknowledge that we have read and understand the disclosures contained herein.

BUYER:**BUYER'S BROKER/AGENT:**_____
SIGNATURE_____
DATE_____
SIGNATURE_____
DATE_____
PRINT NAME_____
PRINT NAME