



## Non-Disclosure Agreement

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their business.

In consideration of Metropolitan Restaurant Brokers, LLC ("MRB") providing me with information pertaining to businesses and assets, including any furnishings, fixtures, or equipment available for purchase (the "Available Assets"), I agree that I will, for a period of two years following my receipt of any such information: (1) maintain all information furnished to me by MRB as confidential and not disclose or reveal any such information; (2) not directly or indirectly purchase any Available Assets without the active involvement and knowledge of MRB; (3) not visit, contact, or communicate with any person who may have any interest in any Available Assets; (4) not contact or communicate with any employees or representatives of any person who may have any interest in any Available Assets; and (5) not communicate with or have any contact with any person, including any landlord for any business, who may have any interest in any Available Assets.

If I fail to comply with all of these terms, and any Available Assets are sold to, transferred to, or acquired by me, any person, including any legal entity with whom I have had any business dealings, or to any person, including any legal entity, to whom I have disclosed any information received from MRB, or if any remaining leasehold term is acquired by me or any of the above described persons, then I agree that I shall be responsible to pay MRB an amount equal to the commission the seller had agreed to pay MRB in the event of such a sale, transfer, or acquisition.

I acknowledge that MRB does not make any representations or warranty as to its accuracy or completeness of financial information supplied to me.

I understand that a failure to comply with the terms of this Agreement may also result in damages that are not simply monetary and that MRB may apply for injunctive relief.

Any action or proceeding brought to enforce this Agreement shall be brought before a court of competent jurisdiction whose jurisdiction and venue embraces Fairfax County, Virginia; and any action or proceeding shall be determined in accordance with Virginia law. Further, in the event MRB prevails in any such action or proceeding, I agree that I shall be responsible for any and all costs or expenses incurred by MRB, to include reasonable attorney fees.

### INSTRUCTIONS FOR INITIAL VIEWING OF PLACE OF BUSINESS

1. Drive by place of business.
2. If you have any interest in viewing the interior of the premises, please enter as a customer only at busy times so you don't stand out.
3. Do not engage in any employee or owner conversation (employees don't know business is for sale).
4. If, after your viewing, you are no longer interested, please exit discreetly without any conversations.
5. If you have any additional interest and need to schedule a private tour, please contact me at the number above.

### DISCLAIMER

PLEASE NOTE, all information is provided by the seller and is not verified in any way by the broker. The broker is relying on the accuracy of the seller of said information, and makes no warranty, express or implied, as to such information. The broker does not give tax, accounting or legal advice.

**ELECTRONIC CONTRACT:** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act) and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by using a digital signature service.

**IT IS EXTREMELY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS INDICATED ABOVE REGARDING CONFIDENTIALITY.**

BUYER'S NAME:	EMAIL:	
ADDRESS:	PHONE:	
CITY:	STATE:	ZIP CODE:
MINIMUM INVESTMENT:	MAXIMUM INVESTMENT:	
PROSPECTIVE BUYER'S DIGITAL SIGNATURE: (Type "I, <u>your name</u> , agree to the terms of this NDA")		DATE:
PROSPECTIVE PARTNER'S NAME:		
PROSPECTIVE PARTNER'S DIGITAL SIGNATURE: (Type "I, <u>your name</u> , agree to the terms of this NDA")		DATE:

ARE YOU A BUSINESS BROKER OR REALTOR?     YES     NO