

## ALLIANCE ONE

Real Estate You Can Trust  
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Lidia Fransis/Broker

DRE #01489147

### **NON-DISCLOSURE AGREEMENT, ACKNOWLEDGMENT FORM**

**Our agreement with Business Owners we represent requires that we obtain a Non-Disclosure Agreement sign before disclosing the name, location and other information of business we represent. We kept all confidential and only used in connection with a potential business acquisition.**

In consideration of the Broker, Alliance One Real Estate (Broker) providing the information on business for sale, I/We understand and agree:

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

(b) Not to Disclose, for a period of three years from the date I/We sign this Non-Disclosure Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.), in which case their consent to maintain such confidentiality will be obtained by me/us. "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.

(c) Not to contact the business owners or their landlords, employees, suppliers, other tenants or customers except through Broker. All correspondence, inquires, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.

2. That all information regarding business for sale is provided by the Seller or sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information prior to entering into an agreement to purchase any business, I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.

3. That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or companies I/we represent, if is applicable.

4. I/We acknowledge that the Broker will be representing both Buyer and Seller, unless stated otherwise by Broker. The Broker has a contract providing for a fee to be paid to Broker by Seller upon sale, lease or transfer of Seller business or property. You authorize Broker to represent you in negotiating leases and any potential financing of any of the business Broker introduces to you. If you do not wish Broker to represent you in the negotiation of leases or financing, lease notify Broker in writing prior to any negotiations taking place.

X

\_\_\_\_\_  
Signature/Prospect Buyer

\_\_\_\_\_  
Date

**DO NOT CONTACT BUSINESS OWNER, EMPLOYEES, LANDLORD, SUPPLIERS OR OTHER TENANTS**

ALLIANCE ONE REAL ESTATE ADVISES ALL CLIENTS TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.