

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**") is entered into as of _____, 2016 by and between _____ ("**Buyers**", including Buyers, Buyer's Broker or Agent) and Jack Wan and Century 21 Realty Alliance (collectively "**Listing Agent**"), with reference to the following facts:

- A. Listing agent has been retained by the owners (the "**Seller**") of the Subject property and business located in Alameda, California (the "**Property**").
- B. Buyer's Broker and Listing Agent are entertaining entering into negotiations of a potential sale transaction pursuant to which Buyer would purchase the Property and Business from Seller (the "**Transaction**").
- C. In order to evaluate the Property's data pursuant to the anticipated Transaction, Buyer has requested that Seller disclose to Buyer certain information regarding the Property's performance (the "Proprietary Information").
- D. The parties have agreed that the Proprietary Information shall only be used by Buyer for the limited purposes set forth in this Agreement.
- E. The parties have agreed that the "Buyers" shall not visit the property without the presence of the "Listing Agent".
- F. The employees at the property is not to be disturbed, due to the fact that the Seller is also selling the business with the property and the employees are not aware of the sale.

THEREFORE, in consideration of fostering the relationship between the parties, we agree as follows:

1. **Proprietary Information.**

- (a) "Buyers" (Or any Agent to Buyer) agrees that all Proprietary Information is and shall be the exclusive property of Seller. Buyer will treat the Proprietary Information as confidential information in the same manner that Buyer treats its own confidential information and will not disclose any Proprietary Information to others (other than as may be required by applicable law or judicial order) or use the same for any purpose other than with respect to the evaluation of Seller's financial status, without the prior written approval of the appropriate officer of Seller, unless and until such Proprietary Information has become public knowledge without fault by Buyer.
- (b) At Seller's written request, all tangible materials containing Proprietary Information or copies thereof and all tangible property of Seller in Buyer's custody or possession shall be destroyed or delivered to Seller. After such destruction or delivery, Buyer shall not retain any such materials or copies thereof or any such tangible property.

2. General.

- (a) This Agreement supersedes all prior agreements, written or oral, between Buyers and Seller relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Buyer and Seller.
- (b) This Agreement will be binding upon Buyer's successors and assigns and will inure to the benefit of Seller and its successors and assigns.
- (c) This Agreement is governed by the laws of the State of California, without giving effect to conflict of law provisions.
- (d) The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of Seller and are considered by Buyer to be reasonable for such purpose. Buyer agrees that any breach of this Agreement is likely to cause Seller substantial and irrevocable damage and therefore, in the event of any such breach, Buyer agrees that Seller, in addition to such other remedies which may be available, shall be entitled to seek specific performance and other injunctive relief.
- (e) In any action or proceeding between Buyer and Seller in connection with the enforcement or interpretation of this Agreement, including any appellate or alternative dispute resolution proceeding, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees actually incurred. Any such fees and other expenses incurred by the prevailing party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from, and in addition to any other amount included in such judgment, and such obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.
- (f) This Agreement may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Agreement may be executed in "pdf" format and each party has the right to rely upon a pdf counterpart of this Agreement signed by the other party to the same extent as if such party had received an original counterpart.
- (g) The rights and obligations of the parties hereunder shall survive termination of any discussions or negotiations between the parties regarding the Transaction and will continue in full force and effect for a period of two (2) years from the date of this Agreement.

Signatures:
Buyers Name:

Listing Agent: Jack Wan
