



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

I, (we) [please print your full name(s)] _____ herein known as Buyer, hereby agree to conduct business through Corbett Restaurant Group, referred herein as Broker, with regard to the businesses advertised _____ and introduced by Corbett Restaurant Group. In connection with the possible acquisition by you of the business about which you have inquired, Broker will be furnishing you information regarding this business, it's financial condition, operations and prospects, all of which considered Proprietary Information. In consideration of obtaining such Proprietary Information, you hereby agree:

- 1. Unless Broker and Seller agrees otherwise in writing, you will not disclose or reveal any Proprietary Information to any person(s) or entity (entities) other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed acquisition.
- 2. If you decide you do not wish to pursue the proposed acquisition, you will advise us of that fact, and return to us all Proprietary Information, and all copies thereof, which have been furnished to you by Broker.
- 3. The Buyer acknowledges that all information is from sources deemed reliable. Corbett Restaurant Group makes no warranty or representation, expressed or implied, as to the accuracy thereof and it is submitted subject to errors, omissions, changes and withdrawal. It is understood that this Agreement applies to any information previously supplied by Corbett Restaurant Group orally or in writing.
- 4. The Buyer also agrees under no circumstances to approach or enter any property or business presented by Corbett Restaurant Group without a Broker present. If Buyer violates this clause, Seller will bring legal action for damages and for violating this agreement.

Once you have signed and returned this agreement to us, we will be happy to provide appropriate information as requested. Additionally by signing below, you agree not to contact either the Business Owner(s) or their landlords, employees, suppliers, customers, competitors or any other individual or entity related to the subject Business, once we have disclosed this information to you. This Agreement is a legal document that creates binding obligations. All parties have been advised to consult an attorney.

A 10% escrow deposit will be required upon signing of a Purchase and Sale Agreement and will be held by Broker in a non-interest bearing account.

BUYER'S FINANCIAL RESOURCES

Cash on hand \$ _____ Value of Securities \$ _____
Equity in real estate \$ _____ Other \$ _____

BUYER(S) SIGNATURE _____ DATE _____

PRINT NAME(S) _____

STREET _____ CITY _____ STATE _____ ZIP _____

PHONE _____ CELL PHONE _____

_____ DATE _____

Agent for Corbett Restaurant Group