



VR Business Brokers of Artesia, CA operated by:

DAP BUSINESS SERVICES, INC.

17100 Pioneer Blvd., Suite 195

Artesia, CA 90701

Ph: (562) 402-2686, Fax: (562) 809-3398

NON-DISCLOSURE & AGENCY CONFIRMATION (Applies to all Listings provided by VR)

Our agreement with the Seller requires that we obtain a Non-Disclosure and evidence of financial ability before disclosing the name and location of his/her business. This information will be kept confidential until appropriate to disclose.

In consideration of the broker, DAP Business Services, Inc. (dba, VR Business Broker, "Broker") providing the information on businesses for sale, I/we ("Buyer") understand and agree:

1. (a) That all information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.
 (b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided, advertised, published, or disseminated.
 (c) Not to contact the business owners or their landlords, employees, suppliers or customers regarding the sale of the business except through Broker unless appropriate. All correspondence, offers to purchase, and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker initially during negotiations of purchase.
 (d) Buyer not to circumvent or interfere with Broker's contract with the Seller in any way. Buyer understands and agrees Buyer will be personally liable to Broker for payment of full commissions contracted with Sellers in the event of such interference. Buyer further agrees not to circumvent Broker's commission. In the event Buyer becomes or conspires to be employed, consult for fee, or otherwise be associated with any businesses shown or listed for sale, or should Buyer purchase, invest, partner, trade, lease or exchange any businesses disclosed to Buyer without Broker compensation, then Buyer may be liable for commissions as contracted with Sellers.
2. That all information regarding businesses for sale are provided by Sellers or other sources, and are not verified in any way by Broker. Broker does not claim accuracy of any information, data or claims on any listings, advertisements or documents, and makes no warranty, express or implied. In fact, most information provided to Buyers should be construed as inaccurate. Understanding that, Buyer shall make an independent verification of all information prior to entering a Purchase Agreement or opening Escrow on any business. Buyer agrees that Broker is not responsible for the accuracy of any of the information Buyer receives or fails to receive, and Buyer agrees to indemnify and hold Broker and it's agents harmless from any claims or damages which may occur by reason of the inaccuracy, incompleteness or misrepresentation of any information provided to Buyer.
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 the companies I/we represent.
4. **AGENCY CONFIRMATION:** (X) **Broker is an agent for me and the Seller.** Broker represents both Buyer and Seller (Dual).
 () **Broker is not an agent for me.** Broker represents only the Seller.
 It is understood Broker has a listing contract with the Seller providing a Brokerage fee from Seller upon sale, trade, lease or transfer part or whole of Seller's business, property or assets.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

Signature Date

Signature Date

Name (Please Print)

Name (Please Print)

Address

Address

City State Zip

City State Zip

() _____
Phone Email

() _____
Phone Email

Please forward this NDA to (VR Agent): _____