

Vkay Realty
312 Northlands Dr. Cary NC 27519
Tel (919) 621-3135 Fax (919) 391-7133 email: ychaklasia@yahoo.com
Confidentiality & Non - Disclosure Agreement

Seller requires purchaser supplies a confidentiality agreement prior to disclosing any information regarding their business.

In consideration of Vkay Realty, Inc. (hereafter the "Broker") providing the undersigned with information of businesses available for sale. I understand and agree to the following:

1. That any information provided on any business to me by Broker may be sensitive and confidential and that its disclosure to others may be damaging to the described businesses and its owners.

Not to disclose any information, regarding any business introduced to me by the Broker, to any other person who has not also signed and dated this Agreement. Information that is deemed confidential shall include the fact that any such business is for sale plus any other data provided through the Broker.

3. Not to contact the respective business owner, employees, suppliers or customers except through the Broker.
4. Any information provided to me by the Broker with respect to any business was obtained by the seller or other sources and was not verified in any way. I understand and agree that the Broker: relied on seller or such other sources for the accuracy of said information: has no knowledge of the accuracy of said information: and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that limitation, prior to entering into an agreement to purchase any business, I shall make such independent verification as I deem necessary, of said information. I further agree that the Broker shall not be held liable for any errors, omissions, or misrepresentations in passing on any information which it has received in good faith from any business owners and/or other selling clients and that it is my responsibility to verify all information. I further agree to indemnify and hold Broker and its employees, agents and representatives harmless from and against any claims for damages resulting from any errors, omissions or misrepresentations of the seller or other sources of information regarding any business.
5. That should I enter into an agreement to purchase a business that was introduced to me by the Broker, I grant to seller the right to obtain, through standard reporting agencies, financial and credit information concerning myself or the affiliates I represent and understand that this information will be held confidential by the seller and Broker and will only be used for the seller extending credit to me.
6. That all correspondence, inquires, offers to purchase & negotiations relating to the purchase or lease of any business presented to me or affiliates will be conducted exclusively through Broker. I acknowledge that broker has supplied me with a valuable service & if I purchase any business which was supplied by Vkay Realty with the attempt to exclude Broker, or interfere with Broker's contractual right to a commission from the sale of a business, or if I receive any interest in the assets of the business in any shape, manner or form, regardless of the name, legal capacity or form of the transferee of the assets or title to the business, without the broker being paid, I shall be Personally liable to the Broker for a commission equal to ten percent (10%) of the total contract price or a minimum of \$15,000 whichever is greater (including non-cash consideration, if any) plus, reasonable attorney's fees and costs of suit.
7. That I will not enter into any negotiations for the purchase of any businesses to which Broker has introduced to me without Broker. For a period of one year after we cease to use Broker's services. I will also not enter into any negotiations for the purchase of any businesses to which Broker or any agents of broker has introduced to me.
8. That in the event that I decline to pursue acquisition of any business / assets / properties Broker has for sale, for whatever reason. I shall remain bound by the terms of this confidentiality agreement and furthermore, I will not discuss any information received by Broker with any outside parties.
9. In the event, I violate any of the terms of this Agreement, Broker shall be entitled to recover reasonable attorney's fees and cost of suit.
10. This Agreement shall be interpreted and enforced under the laws of the State of North Carolina. The parties hereby consent to jurisdiction in the State of North Carolina and agree that the sole and exclusive forum for litigating any issue arising out of this Agreement shall be the Superior Court of the State of North Carolina, venue in Wake County.
IN THE EVENT THE SUIT IS INSTITUTED WITH REGARDS TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THE PARTIES AGREE TO A NON-JURY TRIAL.

******ALL OF THE INFORMATION MUST BE COMPLETED IN ORDER TO OBTAIN INFORMATION ON BUSINESS (ES).**

Print Full Name(s) _____

Home Address: _____ City: _____ State _____ Zip _____

Home Phone: _____ Cell Phone _____ Other _____

E-Mail: _____ Available Cash \$ _____

What Type of Business are you interested in: _____ Present Occupation: _____

Do You Require Seller Financing: _____ Do You Have Partners: _____

Signature: _____ Date: _____