



CCM Commercial

REAL ESTATE BROKERAGE SERVICES

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT — PAGE 1

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose information regarding the business, its financial condition, operations and prospects of the Company.

The undersigned prospective purchaser (herein referred to as “Buyer”), in consideration for the Principals, Associates, Agents, Clients or Employees CCM Commercial Real Estate LLC (herein referred to as the “Broker” and/or as “CCM Commercial”), for providing Buyer with information on any business / commercial real estate offered for sale / lease through Broker, hereby understands and agrees with the following terms and conditions of this Non-Disclosure Agreement (NDA):

1. CCM Commercial makes no representation or warranty as to the accuracy or completeness of information provided. While Broker does not doubt the accuracy of said information; Broker has not verified any financial data. I/we agree to hold harmless Broker or Broker’s Agents from any claims or damages that may occur by reason of any inaccuracy or incompleteness of information provided with respect to any business I/we may purchase.
2. Information provided on any business / commercial real estate offered for sale / lease by CCM Commercial Real Estate LLC or its Brokers will be sensitive, proprietary, and confidential. Disclosure of this information to others would be damaging to the Seller’s business, their owners, to others, and to the Broker’s fiduciary relationship with the Seller. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker without retaining any copies, summaries, analysis or extracts thereof.
3. Buyer will not disclose any information regarding the business / commercial real estate to any other party, except to those directly involved in the sale or who will provide professional legal or financial advice, in which case Buyer agrees to obtain their consent to maintain such confidentiality.
4. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, then Buyer agrees to be responsible for payment of Brokers commission as outlined on the agreement for that business.
5. All negotiations concerning any business / commercial real estate shown will be handled exclusively through Broker. Buyer agrees to coordinate all visits to the business premises with Broker. No contact with the Seller, Employees, Suppliers, Customers, Franchisor, or Landlord, etc. is permitted without the prior written authorization of the Broker.
6. Buyer will not use, seek to use, or otherwise take unfair advantage of any trade secrets or other proprietary or confidential information for Buyers own benefit or for the benefit of any third party, and all information received will be used only for the purpose of investment and purchase of the businesses shown.
7. All information is provided by the Seller and has not been verified by the Broker. Broker is relying on Seller for accuracy and completeness of information. Broker has no knowledge of the accuracy of information and makes no representation or warranty, expressed or implied, as to accuracy or completeness of any information regarding the business. Buyer agrees to indemnify and hold Broker harmless of any claims or damages resulting from its use.

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT — PAGE 2

8. Prior to finalizing an agreement to purchase or invest in a business / commercial real estate, it is Buyer's responsibility to perform due diligence and make an independent verification of all information, including future value and income. Buyer represents and warrants having the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.

9. Buyer understands that a violation of any part of this Agreement could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred by Broker and/or Seller to enforce this Agreement; or if Broker named herein is joined in any litigation arising out of this agreement.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, may not be changed, waived, or terminated orally and shall be legally binding upon the parties and their successors or assigns. The terms and conditions of this agreement shall remain in full force and effect for Three (3) years from the date hereof.

By signing below, the Buyer acknowledges that he/she/we has read this Agreement in its entirety, and agrees with all of the terms and conditions outlined within this Agreement. Buyer acknowledges that Broker has provided a copy of "The Law of Real Estate Agency". Buyer acknowledges that he/she/we has been given a copy of a fully executed copy of this Agreement.

PROSPECTIVE BUYER:

Buyer Signature		Date	
Buyer (Please Print Name)		Phone Number	
Company Name	Title	Email	
Address	City	State	Zip

BUYER'S AGENT (IF APPLICABLE):

Buyer's Agent Signature		Date	
Buyer's Agent (Please Print Name)		Phone Number	
Brokerage	Email		

BROKER:



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