CONFIDENTIAL · NON-DISCLOSURE AGREEMENT

Buyer Non-Disclosure Agreement

This Buyer Non-Disclosure Agreement ("Agreement") is entered into by the undersigned party ("Buyer") in connection with Buyer's expression of interest in acquiring the business identified as: ______________________________ ("Business"), as introduced by JP Realty Source, Inc. ("Broker"). As a condition of receiving non-public information about the Business, Buyer agrees to be bound by the terms of this Agreement. Where Buyer is executing this Agreement on behalf of a corporation, partnership, trust, or other legal entity, the term "Buyer" shall encompass both the signing individual and the entity they represent.

In consideration of receiving Confidential Information, Buyer agrees to the following terms and conditions:

1. CONFIDENTIALITY OBLIGATIONS

Buyer agrees to hold all Confidential Information in strict confidence and to take all reasonable precautions to prevent its unauthorized use or disclosure. Buyer shall not share, distribute, or otherwise make available any Confidential Information to any third party without the prior written consent of Seller, except that Buyer may share such information solely on a need-to-know basis with Buyer's attorneys, accountants, financial advisors, and lending institutions who are assisting Buyer in evaluating the potential acquisition (collectively, "Authorized Recipients"), provided that each such Authorized Recipient is made aware of and agrees to comply with the confidentiality obligations set forth herein. Buyer shall be fully responsible for any unauthorized disclosure or misuse of Confidential Information by any Authorized Recipient. Buyer shall use the Confidential Information solely to evaluate the potential purchase of the Business and for no other purpose whatsoever. If Buyer elects not to proceed with the acquisition, Buyer shall promptly, and in no event later than seven (7) days following written request by Seller or JP Realty Source, Inc., return or permanently destroy all Confidential Information received, including any copies, summaries, or derivative materials, and shall certify such destruction upon request. Notwithstanding any other provision of this Agreement, Buyer may disclose Confidential Information to the extent required by applicable law, court order, or regulatory authority, provided that Buyer provides Seller with prompt advance written notice sufficient to allow Seller to seek a protective order or other appropriate relief.

2. INDEPENDENT INVESTIGATION AND BROKER DISCLAIMER

Buyer acknowledges and understands that JP Realty Source, Inc., acting as broker in this transaction, may prepare or present informational materials describing the Business, which may include financial summaries, cash flow analyses, or operational overviews based on information supplied by Seller. Buyer expressly acknowledges that JP Realty Source, Inc. does not independently verify, audit, or warrant the accuracy, completeness, or reliability of any such information. Buyer agrees that any decision to purchase the Business will be made solely on the basis of Buyer's own thorough and independent investigation, including review of the Business's financial records, tax filings, legal obligations, assets, liabilities, and operational conditions. Buyer agrees to rely on the advice of Buyer's own legal, financial, and tax professionals rather than on any representations made by the broker. JP Realty Source, Inc. shall have no liability to Buyer arising from Buyer's reliance on any information provided in connection with this transaction.

3. SCOPE OF CONFIDENTIAL INFORMATION

As used in this Agreement, "Confidential Information" refers to all non-public information relating to the Business that is disclosed to Buyer by Seller or JP Realty Source, Inc., whether disclosed orally, in writing, electronically, or by any other means. This includes, without limitation, the fact that the Business is available for sale; financial statements, projections, and tax records; pricing structures and revenue data; operational methods and proprietary processes; customer, vendor, and supplier relationships and contact information; employee information; lease terms and landlord relationships; marketing strategies; and any other information that a reasonable person would consider confidential given the nature of the disclosure. Information shall not be considered Confidential Information if Buyer can demonstrate that: (a) such information was already lawfully known to Buyer prior to disclosure and free of any confidentiality obligation; (b) such information is or becomes publicly available through no act or omission of Buyer; or (c) such information is independently developed by Buyer without reference to or use of any Confidential Information.

4. NON-SOLICITATION AND NON-INTERFERENCE

During the term of this Agreement and for a period of three (3) years thereafter, Buyer shall not, directly or indirectly: (a) solicit, recruit, or hire any employee of Seller who became known to Buyer through the evaluation process, except in response to a general public job posting not targeted at Seller's workforce; (b) use any Confidential Information to initiate contact with or solicit business from Seller's customers, vendors, or suppliers for Buyer's own benefit or the benefit of any competing enterprise; (c) contact Seller's landlord or property managers regarding the Business premises using information obtained through this process, unless such contact is unrelated to Seller or the Business and no Confidential Information is used or referenced. Nothing herein shall prohibit Buyer from continuing to conduct business with any customer, vendor, supplier, or landlord with whom Buyer had a pre-existing relationship that arose independently of this Agreement and the evaluation process.

5. GENERAL PROVISIONS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns. Seller and Seller's successors shall be express third-party beneficiaries of this Agreement and shall have the right to enforce its terms directly. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior discussions or understandings. Any modification of this Agreement must be made in writing and signed by both Buyer and an authorized representative of JP Realty Source, Inc. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any disputes arising under this Agreement shall be resolved in the county where the Business is located. Buyer acknowledges that any breach of this Agreement may cause irreparable harm to Seller for which monetary damages would be inadequate, and that Seller shall therefore be entitled to seek equitable relief, including injunctive relief, without the requirement of posting a bond. In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs. This Agreement may be executed in counterparts, and electronic or facsimile signatures shall be deemed originals. If Buyer is an entity, the individual signing below represents and warrants that they are duly authorized to execute this Agreement on Buyer's behalf.

6. NON-CIRCUMVENTION

Buyer acknowledges that JP Realty Source, Inc. has expended significant time and resources in identifying and introducing Buyer to the Business and that JP Realty Source, Inc. is entitled to compensation upon a successful closing. Buyer agrees to conduct all communications and negotiations regarding the Business exclusively through JP Realty Source, Inc. and shall not make direct contact with Seller or Seller's representatives without the prior written authorization of JP Realty Source, Inc. This obligation shall remain in effect during the term of this Agreement and for a period of twenty-four (24) months following its expiration or termination. Should Buyer, or any individual or entity acting in concert with or on behalf of Buyer, acquire any ownership interest in or operational control of the Business through any means that circumvents or excludes JP Realty Source, Inc.'s involvement, Buyer shall be liable to JP Realty Source, Inc. for the full commission or fee that would otherwise have been due, plus any costs incurred in collecting such amount, including reasonable attorneys' fees.

7. TERM AND SURVIVAL

This Agreement takes effect on the date Buyer signs below (the “Effective Date”) and continues for two (2) years. The confidentiality obligations in Section 1 survive expiration or termination of this Agreement and continue for as long as the information remains non-public. The non-solicitation and non-interference obligations in Section 4 continue for three (3) years from the Effective Date. The non-circumvention obligations in Section 6 continue for twenty-four (24) months from the Effective Date. Expiration of this Agreement does not affect any right or obligation that accrued before it expired.

BUYER

NAME

SIGNATURE

DATE

ADDRESS

CITY, STATE, ZIP

EMAIL

PHONE

COMPLETE AND RETURN BOTH PAGES OF THIS AGREEMENT TO:
Email: info@jprealtysource.com Phone: 310-892-0841

JP Realty Source, Inc.
Broker DRE Lic. # 02448316