

AA BUSINESS SALES

Date: _____

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT & DUAL AGENCY

This Form is intended to be used by prospective Buyers only.

Do Not Complete if you are an Agent or Broker, unless acting as principal.

In consideration of AA BUSINESS SALES, hereinafter called "AABS", supplying me with confidential information concerning the following businesses, or any other businesses to which you may otherwise introduce me, I agree to use such confidential information obtained only for purposes of evaluation to purchase. I further agree not to divulge such information to others, except to secure professional advice. I further agree not to directly contact the owner, employees, landlord and suppliers or disturb any business relationship of the seller without first obtaining seller's permission through AABS. I permit AABS to email me new listings in the future & add to this form. Should I, or anyone to whom I have introduced those confidential business listings that you previously presented to me, purchase, lease or acquire an interest in any of those businesses or real property, We agree to conduct all negotiations through your office. I further understand that the seller will be responsible for the payment of the commission to AABS. I further understand and agree that if I or anyone to whom I have introduced should purchase all or any portion, lease, sublease become a manager or an employ of, or come into possession of the business or the real property through direct negotiations with the seller, landlord and without AABS's involvement, within two (2) years from date hereof, then a commission is due AABS and I/We will assume responsibility for the payment of that commission. The undersigned understands that this is a legally binding document and that he or she has fully read and understands it, and agrees to all the terms and conditions. Buyer is acting as principal, not as broker or agent. The commission referred to above is 10 percent (10%) of the total purchase price, unless otherwise stated on the seller's listing agreement. Should any controversy arise as a result of this agreement, AABS and I hereby agree to have the matter settled by and under the rules of the American Arbitration Association without the necessity of a court order. All rights of discovery allowed by law may be used and the prevailing party shall be entitled to actual attorney fees and costs. Any decision shall be final and binding upon myself and AABS. Buyer agrees that Broker's Fax log or E Mail record will be sufficient addendum to this agreement, as a record of communication to me about this and other businesses. AABS acts as a dual agent representing both Buyer and Seller. Buyer has had no dealings with any other agent or broker regarding this transaction. Buyer declares that the information given below is correct and does acknowledge receipt of a copy of this agreement.

Listing #	Listing #	Listing #
Listing #	Listing #	Listing #
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Signature: _____ Signature: _____

Print Name: _____ Print Name: _____
 (Legal Name) (Legal Name)

Address: _____ City: _____ State: ___ Zip: _____
 (P.O.Box Not Accepted)

Telephone (1): () _____ Fax: () _____

Telephone (2): () _____ E-mail: _____

PLEASE FILL OUT ENTIRELY; FAX BACK; UPON RECEIPT OF THIS AGREEMENT FORM, I WILL PROVIDE YOU WITH THE NAME, ADDRESS AND BUSINESS PROFILE.

Agent: majid 'Mike' Shakeri - Cell # (949) 254 -7102 DRE # 01332772

As a reminder, please do not talk to the employees, the owner, customers, landlord, or suppliers.

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