



**MKL**

MKL Acquisitions division of MKL  
18757 Burbank Blvd., Suite 129 – Tarzana, CA 91356 (877) 384-4240 (Tel/Fax)

**NON-DISCLOSURE AGREEMENT**

*NDA (Confidentiality Agreement)*

Please type or print clearly:

► Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (print) \_\_\_\_\_

Home Telephone \_\_\_\_\_

Title \_\_\_\_\_

Business Telephone \_\_\_\_\_

Company \_\_\_\_\_

Fax Number \_\_\_\_\_

Street Address \_\_\_\_\_

Business interested in \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

MKL's Agent: **Maiman, Keller & Lock**

The above-signed prospective purchaser(s) ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by MKL Acquisitions ("MKL"). Buyer hereby acknowledges that MKL first provided such information to the Buyer. In consideration of MKL having provided such information, the Buyer hereby agrees:

1. Any information MKL provides about a business was obtained from the business owner and MKL makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer's representatives actively engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify MKL of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the seller and MKL and could result in their seeking recourse against the Buyer. Buyer shall hold MKL harmless from any liability resulting from such unauthorized disclosure.
3. Buyer (also known as Receiving Party) agrees that they will: *A) Hold all confidential information provided both written and verbal in strict confidence. B) Not use confidential information provided commercially or for any other purpose other than to evaluate the purchase of the property and agrees that; Confidential information is particularly not to be used to compete with listed business for sale. C) Not copy or reproduce any documents regarding the confidential information provided or disclose those documents to others except as is necessary to evaluate the property.*
4. The Seller of each business about which a Buyer shall be given information by MKL has entered into an agreement providing that Seller shall pay a fee to MKL if, during the term of that agreement or within eighteen months thereafter, the business is transferred to a Buyer introduced by MKL. Should Buyer acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect MKL's right to a fee from the Seller.
5. Buyer shall conduct all inquiries into and discussion with any business about which MKL provides information solely through MKL, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with MKL.
6. If Buyer breaches the terms of this Agreement or in any way interferes with MKL's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
7. MKL may act as a dual agent representing both Buyer and Seller.
8. Buyer Acknowledges receiving a copy of this Agreement.
9. The above-signed executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.
10. By your signature above you are requesting to be notified of opportunities that fit your *Search Parameters* on page 2.

Please Fax your <sup>1</sup>**Signed Agreement** & <sup>2</sup>**Buyer Profile** & <sup>3</sup>**Disclosure Regarding Agency Relationship** to: (877) 384-4240

CONFIDENTIALITY AGREEMENT BUYER PROFILE & SEARCH PARAMETERS – PAGE 2 OF 3

*(to better serve you, please fill out as completely as possible)*

Name \_\_\_\_\_ Buyer's Associate: \_\_\_\_\_

**Email:** \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

Current Occupation \_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_

Previous Business Experience: \_\_\_\_\_

What ad (or other source) brought you to our office? \_\_\_\_\_

Motivation for buying a business \_\_\_\_\_

**Lines** of business preferred: \_\_\_\_\_

**Locations** of businesses preferred: \_\_\_\_\_

**Specific Requirements:** \_\_\_\_\_

Will you personally work in the business? \_\_\_\_\_ Income Required: \_\_\_\_\_

Who besides you will be making the decision? \_\_\_\_\_

How do you plan to finance this purchase? \_\_\_\_\_

How much do you have available to invest in this venture? \_\_\_\_\_

Now \_\_\_\_\_ Within 30 Days \_\_\_\_\_

In what form are these funds (CD's, savings account, stocks, real property, loans, etc)? \_\_\_\_\_

How long have you been actively looking for a business? \_\_\_\_\_

Credit References: Bank \_\_\_\_\_ Accountant \_\_\_\_\_

Other \_\_\_\_\_ Remarks \_\_\_\_\_

**Do you hold a California Real Estate License?:** \_\_\_\_\_ **(Yes or No)** **License #:** \_\_\_\_\_



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### Disclosure Regarding Agency Relationship

When you enter into a discussion regarding a business opportunity transaction, you should from the outset understand what type of agency relationship or representation you have with a Business Broker.

#### AGENT REPRESENTING BOTH SELLER AND BUYER

A Business Broker, a California licensed Real Estate Salesperson or Real Estate Broker, can legally be the agent of both the Seller and the Buyer in a transaction (dual agency) and is hereby notifying you that this is the situation in most of his/her transactions.

In a dual agency situation, the Business Broker has the following affirmative obligations to both the Seller and the Buyer:

1. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with both the Seller and the Buyer.
2. Diligent exercise of reasonable skill and care in performance of the agent’s duties.
3. A duty of honest and fair dealing and good faith.
4. A duty to disclose all facts known to the agent materially affecting the desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
5. A duty to disclose all facts known to the agent materially affecting the desirability of the Buyer-financial history, creditworthiness and background of the Buyer that are not known to, or within the diligent attention and observation of, the parties.

A Business Broker is not obligate to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less that the asking price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a business opportunity transaction do not relieve a Seller or Buyer from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A Business Broker is a person qualified to advise about buying and/or selling business opportunities. If legal or tax advice is desired, consult a competent professional.

Throughout your business opportunity transaction you may receive more than one disclosure form, depending upon the number of Business Brokers assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

#### I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser Authorized Signature

\_\_\_\_\_  
Seller Authorized Signature

\_\_\_\_\_  
Print Purchaser Name

\_\_\_\_\_  
Print Seller Name

BUSINESS BROKER: **MKL** \_\_\_\_\_