



PLEASE FAX TO: (408) 926-9602
EMAIL TO: maggyslavova@yahoo.com
www.GoldenTrustRealty.com

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Confidentiality and Non-Circumvention Agreement (hereinafter "Agreement") is entered into on _____ (date) between _____ as the undersigned **Buyer** and (if you have a broker) _____ as the undersigned **Buyer's Representative** and the real estate broker **Golden Trust Realty (GTR)**. As used herein, the term "Buyer" applies to the undersigned and any partnership, or other entity with which the undersigned is affiliated, and to Buyer's relatives or partners.

The Undersigned Buyer and Buyer's Representative desire to learn from GTR information about the Business including the identity, name and/or location and request information relating to the following business or businesses (Business Name):

PHO VIETNAMESE RESTAURANT & TEA, GTR#1829

As a prospective buyer and your broker and/or representative, you agree not tell anyone except the professional advisors who may be helping you with your investigation, about the business being for sale. By signing this agreement below, you (hereinafter "Buyer") and your broker and/or representative (hereinafter "Buyer's Representative") each agree to keep information delivered to you confidential. You and Buyer's Representative further agree that GTR is responsible for introducing the business to you and Buyer's Representative and you both agree to conduct all inquiries through GTR. Buyer agrees to pay all professionals working on behalf of Buyer.

The foregoing is hereby incorporated and made a part of the terms of this Agreement.

1. CONFIDENTIAL INFORMATION. Buyer and Buyer's Representative agree to treat strictly confidential the location and identity of the Business, the offering information, if any, and any other information, documents, materials or data that GTR and/or owner of the Business ("Owner") furnishes to Buyer and Buyer's Representative whether furnished orally or in writing or gathered by inspection, regardless of whether specifically identified as "confidential" (hereinafter collectively, the "Information"). Neither Buyer nor Buyer's Representative shall disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the parties, nor shall Buyer or Buyer's Representative disclose to any person the fact that the subject Business may be available for acquisition.

2. PROCURING CAUSE; NOT CIRCUMVENT GTR. Buyer and Buyer's Representative acknowledge and agree GTR is the procuring cause for the Business presented to Buyer and Buyer's Representative. Buyer and Buyer's Representative agrees to not circumvent GTR in any manner whatsoever.

3. DUAL AGENCY. Broker may act as a dual agent representing both Buyer and Seller. By signing below you indicate that you have no objection to GTR acting as a dual agent in any transaction to which we are parties. This clause applies only if Buyer is not represented by a broker.

4. USE OF INFORMATION. Buyer and Buyer's Representative agree not to use any of the Information for any purpose other than the exclusive purpose of evaluating the possibility of an acquisition of the Business. Buyer and Buyer's Representative shall (a) not use the Information in any way detrimental to the Business, the Owner, or GTR; (b) keep the Information strictly confidential; and, (c) each shall be responsible for any breach of this Agreement in whole or in part by Buyer any of its representatives.

5. RETURN OF INFORMATION. Buyer and Buyer's Representative agree that at any time at the request of the Owner or GTR, Buyer and Buyer's Representative shall promptly return all Information without duplicating or retaining any copy thereof or any notes relating thereto. Buyer and Buyer's Representative shall certify as to the return of all of the Information and related notes.

6. GTR DISCLAIMER. Buyer and Buyer's Representative understand and agree that the GTR expressly disclaims and shall not have any liability for representations or warranties, express or implied, as to the accuracy or completeness of information contained in the Information. Any information Broker provides about property was obtained from the Seller, and Broker makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the property and obtaining any legal, tax, or other counsel Buyer deems necessary, prior to leasing and/or purchasing the business.

7. NO OBLIGATION TO BUYER OR BUYER'S REPRESENTATIVE. Buyer and Buyer's Representative agree that the Owner and/or GTR expressly reserve the right, in their/its sole discretion, to reject any and all expressions of interest or offers and/or terminate discussions with any person at any time with or without notice. The Owner and/or GTR shall have no legal commitment or obligation to any person reviewing the Information or making an offer to acquire the Business unless and until a written purchase and sale agreement or any other legally sufficient agreement has been executed and all obligations there under satisfied or waived.

9. ALL COMMUNICATIONS THROUGH GTR. Buyer and Buyer's Representative agree that all communications, regardless of the nature of the communication, related to Business transactions introduced to Buyer and Buyer's Representative by GTR, shall be solely and exclusively through GTR including negotiating a new premises lease, if applicable. Buyer and Buyer's Representative will not directly or indirectly seek to contact or actually contact the real property owner or master lessor or anyone affiliated with real property owner or master lessor related to Business transactions introduced to Buyer and/or Buyer's Representative by GTR. Buyer and Buyer's Representative are not allowed to approach the real property owner or master lessor or existing Lessee/Tenant or enter into any discussions with them whatsoever. Any attempt by Buyer and/or Buyer's Representative to contact real property owner or master lessor or existing Lessee/Tenant or any contact, direct or indirect, between Buyer and/or Buyer's Representative and real

property owner or master lessor or existing Lessee/Tenant is a violation of this Agreement and strictly prohibited. Buyer and Buyer's Representative shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

10. TERM. This Agreement shall be effective for a period of thirty six (36) months from the date of execution of this Agreement. The obligation to maintain confidentiality shall continue for the term of this Agreement.

11. JURISDICTION; CALIFORNIA LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Venue and jurisdiction for any legal action concerning this Agreement shall be in the County of Santa Clara, California. This Agreement represents the entire understanding among the Buyer and Buyer's Representative and GTR with respect to the subject matter hereof and shall only be amended by a written agreement duly executed by all parties hereto. This Agreement may not be orally modified or amended.

12. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The undersigned Buyer and Buyer's Representative by their signatures below, acknowledges receipt of this Agreement and agree to be personally bound by all the foregoing provisions. By their signature below each represents he/she is legally authorized to sign on behalf of the entity which the undersigned signatory represents. Facsimile signatures on this Agreement shall be deemed to be original signatures for all purposes.

INSTRUCTIONS FOR VIEWING THE BUSINESS INITIALLY.

1. Drive by the business.
2. If you have an interest in seeing the inside of the business please enter the business as a customer only.
3. Only visit the business during the meal period when it is busy so you don't stand out.
4. Do not engage any employee in conversation other than normal conversation as a customer.
5. If you're not going to eat a meal in the business walk discreetly and leave the business without having any conversation with any employee.

IT IS EXTREMELY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS INDICATED ABOVE REGARDING CONFIDENTIALITY. IF YOU BREACH THE ABOVE POLICY YOU COULD BE LIABLE FOR LEGAL DAMAGES INCLUDING MONETARY DAMAGES.

BY SIGNING BELOW YOU AGREE: 1) not to tell anyone except the professional advisors who may be helping you with your investigation about the business being for sale; 2) not to disclose any proprietary information and, if you decide not to pursue the business, to immediately return, without making copies or summaries, of proprietary information; 3) that Golden Trust Realty is responsible for introducing the business to you and to conduct all inquiries through Golden Trust Realty and 4) not to contact or enter into an agreement with the seller except through Golden Trust Realty. You agree not to interfere in any way with our ability to collect our fee from the seller. You understand that the seller is a party to this agreement and is entitled to enforce any breach of confidentiality.

BUYER: _____
[Print Name and Title of Buyer]

[Email Address] [Phone/Cell Phone]

[Address] [City] [State] [Zip Code]

BY: _____
[Authorized Signature of Buyer] [Date]

BUYER'S REPRESENTATIVE: _____
[Name and Title of Buyer's Representative] [DRE License #]

[Email Address] [Cell Phone]

[Address] [City] [State] [Zip Code]

BY: _____
[Buyer's Representative Signature] [Date]

Golden Trust Realty Acknowledgement:
BY: _____
Maggy Slavova, Broker DRE License #01387995 Phone: 408-829-2315 [Date]