

**CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT**

During the course of various discussions, communications, exchanges of information and personal visits, any or all of which would be authorized by Zengen Real Estate, the undersigned may become aware of information that is confidential and proprietary to the seller of the below referenced Subject Property and/or Business including but not limited to the fact of said Subject Property and/or Business being offered for sale, and the general business of the seller or any entity which may be a part or formed by the seller.

The undersigned shall not in any manner whatsoever, at any time, during or after the exploratory discussions contemplated by this agreement disclosure, make known, divulge, disseminate or communicate such confidential and proprietary information or any part thereof to any person, firm, company, or other business entity other than the undersigned buyer or buyer's agent; nor shall the undersigned use any information in its own sales efforts or initiating contact directly with the seller or clients of the seller for two years from the date of signing this document. This prohibition or disclosure shall not, however, apply to any disclosure which may be necessary in order to affect a sale of the real estate and/or business as a result of the successful completion of discussions and negotiations between the seller and the undersigned with the consent of Zengen Real Estate or the attorney representing the seller. The undersigned agrees to exercise best efforts and use all reasonable care to prevent any unauthorized person, firm, corporation or other business entity from acquiring such confidential and proprietary information, to at least the same degree the undersigned would take to protect their own or their company's confidential and proprietary information.

This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws provisions.

Although you understand that we and the Company have included in this proprietary information certain information which we consider to be relevant for the purpose of your investigation, we do not make any representation or warranty as to its accuracy or completeness. You acknowledge that we represent the Seller.

Please note, by filling out this Electronic Signature Knowledge & Consent Form, you understand that this document is the legal equivalent of your manual/handwritten signature and consent to be legally bound to this agreement. This primary NDA document will be saved for future Listing Inquiries by the Requesting Individual/Company with only email acknowledgement.

**\*\*\*Please type in the information below and email back to HVBizBrokers@gmail.com**

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**Type in Subject Business or Property Listing Title, Price & Location on the ad**

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**Type in Requesting Individual and Requesting Company**

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**Requestor's Address, City, State, Zip**

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**Date**

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**Available Cash to Invest?**

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**Purchase Within?**