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NON-DISCLOSURE AGREEMENT (“Agreement”)

The undersigned, as of _____, 2024 (“Effective Date”), individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business and property identified herein “Opportunity” listed by Maven Commercial, Inc. (“Broker”).

The undersigned requests information relating to the following Restaurant/Bar/Property Opportunity:

PIEDMONT AVENUE RESTAURANT & BUILDING FOR SALE
OAKLAND, CA
\$2,100,000.00

Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller (“Seller”) of said Opportunity for the possible purchase by the undersigned of all or part of the stock or assets of the Opportunity. As used herein, the term Buyer (“Buyer”) applies to the undersigned and any partnership, corporation, individual, client, broker or other entity with which the undersigned is affiliated, represents or assigns. The undersigned agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: Buyer acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker and Seller not to disclose or permit access to any Confidential Information (as described below) without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors (“Representatives”) to whom disclosure or access is necessary for Buyer to evaluate the Opportunity. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Opportunity, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Opportunity or as may be required by legal process. If the Buyer does not purchase the Opportunity, Buyer, at the close of negotiations, will destroy all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean any and all information, including the fact that the Opportunity is for sale, the address of the Opportunity, all financial, production, marketing and pricing information, trade secrets, policies, business methods, business plans, ideas, concepts, business manuals, manufacturing procedures, correspondence, processes, data, contracts, leases, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, contracts, processes, or production methods of Seller; (b) from communication with Seller or its directors, officers, employees, agents, suppliers, customers or representatives, whether directly or through Broker; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is known to the public without violation of this Agreement by Buyer or its Representatives.

3. TERM. Buyer's obligations under this Agreement will be binding on the Buyer and shall continue for two (2) years after the Effective Date.

4. BREACH. Buyer acknowledges and agrees that due to the unique nature of the Seller's proprietary information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Seller, and therefore, that upon any such breach or any threat thereof, the Seller shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. Buyer shall immediately notify Broker if the Buyer believes that Confidential Information has been lost, stolen or compromised in any way, and shall cooperate with Broker in any effort undertaken by Broker and/or Seller to enforce its rights related to any unauthorized disclosure. Buyer shall be responsible for any breach of this Agreement by any of its Representatives, whether or not authorized by Broker. Buyer and Broker acknowledge and agree that Seller and/or Broker would not disclose the Confidential Information but for Buyer's execution of this Agreement.

5. **DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:** When brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and pertinent building information. Based on information provided by the respective seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Opportunity shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. Broker urges Buyer to obtain independent legal and tax counsel.

6. **NON-CIRCUMVENTION AGREEMENT:** Buyer shall conduct all inquiries into and discussions about the Opportunity solely through Broker and shall not directly contact the Seller, Seller's employees, or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of the Opportunity, acquire any interest in, or become affiliated in any capacity with Opportunity(s) without Broker's participation, or in any way interfere with Brokers' right to a fee the Buyer shall be liable to listing broker for such fee of not less than Ten (10%) percent of the purchase price and any other damages including reasonable attorney's fees and costs.

7. **FURTHER TERMS: BUYER SHALL NOT DISTURB SELLER'S EMPLOYEES OR DISRUPT SELLER'S BUSINESS OPERATIONS.** Neither Buyer, nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. Unless consented to in writing by Seller, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Seller may assign this Agreement to any new ownership of Opportunity. This Agreement can only be modified in writing, signed by both Broker and Buyer. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. Buyer shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Broker, which consent Broker may withhold in its sole and absolute discretion. This Agreement may be signed in any number of counterparts (including by fax or PDF) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together will be deemed an original of this Agreement.

BUYER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT. SELLER IS SPECIFICALLY INTENDED TO BE A BENEFICIARY OF THE DUTIES AND OBLIGATIONS OF THIS AGREEMENT AND MAY PROSECUTE ANY ACTION AT LAW OR IN EQUITY NECESSARY TO ENFORCE ITS TERMS AND CONDITIONS AS THOUGH A PARTY HERETO.

Signature: _____

Date: _____

Print Name: _____

Cell phone: _____

Email: _____

Note: Please fill out completely (including date at the top), sign, and return to:

Haley Klein
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C (925) 408-6415
haley@mavenproperties.com



DRE#01878802

