# NAI Capital, Inc.

# 16001 Ventura Boulevard #200 Encino, California 91436

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# Confidentiality and Non-Disclosure Agreement

Listing Name or ID # IHLA

NAI Capital, Inc. (NAI) has available for review certain information, “Confidential Information” concerning the above listed Business. NAI may make such Confidential Information and business identification available to the undersigned upon execution of this Confidentiality Agreement by all parties. The Confidential Information is intended solely for you, your associate(s), or client(s) in considering whether to pursue negotiations to acquire the Business. This is not an agreement to sell the Business, nor an offer of sale. No agreement of sale binding upon the Owners of the Business, or any of their associates or affiliated companies, shall be demand to exist, at law or equity, until the Owners of the Business enter into a formal binding agreement of sale.

The Confidential Information contains brief, selected information pertaining to the Business, and has been prepared from information supplied by the Owners or their agent(s). It does not purport to be all-inclusive or to contain all the information that a prospective Purchaser may desire. NAI , the Owners or their agent(s) have not made any representations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or implied with respect thereto.

By executing this Agreement, it is understood and agreed that none of the parties will circumvent the other, that the information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm, or entity without prior authorization of NAI, except that pertinent information may be disclosed, as needed to evaluate the potential purchase of the Business, to your partners, legal counsel and lenders. This Confidentiality Agreement prohibits direct negotiations or discussions with the business Owners unless approved by NAI. This Agreement confirms that the undersigned will work exclusively with NAI on the acquisition of the Business. If Prospect, or an entity in which Prospect has an interest, or person or entity introduced to the Business and/or Seller by Prospect, enters into a (a) sale and/or purchase agreement, (b) management contract or other financial arrangement with Seller with respect to the Business or part thereof, including leasing the Business premises from Seller or Seller’s landlord, Prospect shall be liable to NAI for any and all damages NAI may suffer, including but not limited to the payment of the full commission due NAI under a separate agreement with Seller. To ensure the collection of its compensation, Prospect hereby grants NAI the right to place a lien on the Business assets which may be acquired by Prospect in violation of this Agreement, and Prospect agrees and does hereby appoint NAI its attorney–in-fact to execute all documents necessary to perfect such lien, and this Agreement shall be Prospect’s consent to do so.

This Agreement shall be governed by the laws and construed in accordance with the laws of the State of California, and the parties consent and agree that Los Angeles County, California, shall be the sole and exclusive venue for all proceedings relating to this Agreement and/or its subject matter, including without limitation the enforcement hereof. Prospect hereby waives all objections to establishing venue elsewhere. In the event of any dispute or litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees, costs, and expenses incurred in both the trial court and appellate levels.

The Owners have the right in their sole discretion, to reject any or all proposals or expressions of interest in the business and to terminate discussions at any time with or without notice. This Agreement is for a period of one (1) year from its date below.

**Name Address City State Zip Email Address Primary Phone Number**

**Available Cash to Invest $**

**How long have you been looking for a business**

**Are you looking to Owner Operate the business (Y/N)**

Prospect’s Signature of Acceptance Date