

CONFIDENTIALITY AGREEMENT - BUYER REGISTRATION
LIABILITY DISCLAIMER AND NON-CIRCUMVENTION AGREEMENT

Upon your execution of this Confidentiality Agreement, Epic Realty, Shoaib Kurjee or his affiliates will deliver to you (the "Potential Buyer"), information on the business or businesses listed below. This information is intended solely for the limited use by Potential Buyer in considering whether Potential Buyer will pursue an offer to acquire the business or businesses. The Information will contain brief, selected information pertaining to the business and affairs of the business and does not purport to be all-inclusive or to contain all of the Information, which a prospective purchaser may desire or require. **Neither Owner, Broker nor any of their respective officers, employees or agents makes any representation and no liability of any kind whatsoever is assumed by Owner, Broker and or any of its representative or agents with respect thereto.**

The parties agree that the delivery of the information is subject to the following terms, covenants and conditions:

1. Potential Buyer agrees to treat confidentially the information, whether the information is furnished before or after the date of this letter, together with analysis, compilations, studies or other documents or records prepared by Potential Buyer and its directors, officers, employees, advisors or representatives and financing sources (collectively "Representatives"), to the extent that such analysis, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (collectively, the "Material").
2. Potential Buyer agrees that its Representatives will not duplicate, photocopy or otherwise reproduce the information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the business or the interest of Owner. That the Material shall be used solely for the purpose of evaluating the proposed acquisition of the business and that such Material shall be kept confidentially by Potential Buyer; provided, however, that any of the Material may be disclosed to such representative who need to know the information contained therein for the purposed described above, it being understood the Potential Buyer shall (a) inform each such representative of the confidential nature of such information and require such representative to treat such information confidentially; and (b) maintain a list of those persons to whom such information has been disclosed, which list shall be presented to Owner or Broker upon request.
3. Potential Buyer agrees to indemnify **Owner, Broker and or any of its representative or agents** from any loss or damage, which Owner may suffer as a result of their breach of the terms and conditions of this Agreement. In the event of a breach or threatened breach of this Agreement, **Owner, Broker and or any of its representative or agents** shall be entitled to all remedies at law and equity, including injunctive relief and if Owner prevails in an action against Potential Buyer shall be responsible for all reasonable attorney's fees and costs incurred by **Owner, Broker and or any of its representative or agents** in the prosecution of such action.
4. Potential Buyer agrees it will return all Information upon request by Broker and or it's agents.
5. The Materials shall not be deemed to represent the state of affairs of the business or constitute that there has been no change in the business or affairs of the Business since the date of preparation of the Information. Owner or any of its agents does not warrant or represent that the Information is true or correct. You are advised to verify the Information independently. **Owner, Broker and or any of its representative or agents** reserves the right to make any change, to add, to delete, or modify the Information or to

withdraw the business from consideration at any time, without notice. The Information is not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Business.

6. Potential Buyer represents and warrants that it has not had any discussion or dealings regarding the business with any other broker, finder or agent other than Epic Realty, Shoaib Kurjee and or its agents - hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to Epic Realty, Shoaib Kurjee, is an obligation of Potential Buyer and agrees that it shall not look to Owner for the payment of any such brokerage commission. Potential Buyer will not contact any employees, suppliers, customers or Owner of the business without prior authorization from Broker.
7. For a period of one year beginning on the date of this Agreement, the Potential Buyer, his Agents, family, friends, associates and or any acquaintances agrees not to circumvent this Agreement by attempting to surreptitiously or secretly purchase and/or invest in the business or businesses introduced to the Potential Buyer by Epic Realty, Shoaib Kurjee it's officers and agents. That should they buy, lease, become a manager of, become connected in any way, or come into possession of any of the listed businesses within one year of the date below, even if the listing period for that business has expired, that a commission will be due to Epic Realty, Shoaib Kurjee and or it's officers and affiliates; and in the event of a breach of this agreement, that they will be liable for the payment of that commission and all reasonable costs including interest, collection costs, and attorneys fees. Potential Buyer also agrees not to disclose or purchase the said location/Locations under the name of his Agents, family, friends, associates and or any acquaintances.
8. **Epic Realty, Shoaib Kurjee and or it's officers and affiliates does not give tax, accounting, or legal advice. Prior to finalizing an agreement to purchase the business, it is buyer's responsibility to make an independent verification of all information. Buyer agree's that Epic Realty, Shoaib Kurjee and or it's officers and affiliates are not responsible for the accuracy of the information provided.**
9. **Buyer agrees to indemnify without any reservations to Epic Realty, Shoaib Kurjee and any of its officers, affiliates agents and or consultants for any loss of commission and or Fee equaling to 6% of the listed offering price of said business - that was caused by negligence and non compliance of this agreement by the Buyer's and or any person/persons it has shared this information with.**
10. **Buyer and or it's agents agree to hold harmless: Epic Realty, Shoaib Kurjee and or it's officers, affiliates, consultants and agents from any claims or damages resulting from this transaction.**
11. **Potential Buyer and persons accompanying the Potential Buyer during the visit to the subject properties, hereby fully agree no attempts will be made to directly contact the seller. They fully understand – there is no permission granted to engage with employees and staff member at the subject properties. Absolutely, no rights to communicate with employees of the seller are granted.**

Please acknowledge your consent and agreement to the foregoing by signing and returning a duplicate copy to us, at which time the same shall constitute a binding Agreement between us.

Liability Disclaimer

Epic Realty, Shoaib Kurjee and any of it's officers, affiliates, agents and consultants (firm) does not guaranty or warranty any statements provided. By signing this agreement you agree not to Hold us liable for any arising from the information provided and the said transaction.

We do not warranty or guaranty the information provided. Please perform your own investigation, Audit, and verification methods as advised by your legal counsel and or Accountants for accuracy.

Please have your legal counsel review and approve all documents and contracts before signing. The provider of the documents and contracts is not a legal counsel and holds no liability or responsibility for any errors and or guarantees or warranties.

In consideration for your participation in said transaction, the individual, group, organization, business, spectator, or others, does hereby release and forever discharge the Firm, and it's officers, affiliates, board , representatives, agents, consultants and employees, Jointly and severally from any and all actions, claims, suits and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the said transaction.

No Construction Against Drafter. Each party acknowledges that it has had the opportunity to be represented by counsel of its choice in connection with the negotiation of this Agreement and that it has read and fully understands the import of this Agreement and, as such, each party hereby waives the application of any rule which would require that any ambiguities in this Agreement be construed against the party who drafted it or in favor of the party who did not draft it.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected loss, damages, liability and the consequences thereof, as well as those disclosed and known to exist.

Signed by:

This agreement, dated _____, 201__, by and between Epic Realty, Shoaib Kurjee, agents and it's affiliates and _____
(herein referred to as "Potential Buyer"), whose address, phone numbers and email addresses follow:

NAME: _____

STREET ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____ EMAIL: _____

LIST BUSINESS OF INTEREST: Blanket NDA - to applied to any locations discussed now or in the future.

LISTING ID or PROFILE NUMBER: Blanket NDA- to applied to any locations discussed now or in the future

SOURCE OF FUNDS AVAILABLE: _____

INVESTMENT PRICE RANGE: _____ TO _____

NAME OF COMPANY: _____

Signature of Authorized Buyer/Principal/ Representative:

Date: _____