



National Franchise Sales

ESTABLISHED MULTI-UNIT 'FAST CASUAL' FRANCHISE GROUP ON WEST COAST



Fast Casual

Multi-Unit Package

\$2M+ EBITDA

Located on West Coast

Please complete the attached **Confidentiality Agreement** and forward to your NFS representative to receive additional information about this opportunity. **Scan and email to Your Agent or Fax to 949-428-0490**



NATIONAL FRANCHISE SALES CORPORATE HEADQUARTERS

1601 Dove Street, Ste. 150, Newport Beach, CA 92660
(949) 428-0480

Offices Nationwide to Serve You

Listing Agent

ALAN GALLUP

(949) 428-0483

ag@nationalfranchisesales.com



Listing Agent

JEFF JONES

(949) 428-0480x110

jj@nationalfranchisesales.com

Confidentiality Agreement

This Confidentiality Agreement is made between _____ individually and _____, its officers, directors, partners, employees, agents, successors and assigns (collectively referred to herein as **Buyer**) and National Franchise Sales (referred to herein as **NFS**) for the benefit of **Seller**, the owner of Seller's Business "Fast Casual 15" (herein, "Business").

Whereas: The Buyer has requested information from NFS for purposes of investigating a possible purchase of all of the business assets identified by NFS as **Sellers Business #FC15 NFS** (herein referred to as "Business").

Now Therefore: To induce NFS to provide such information and identify the Seller, Buyer agrees as follows:

1. Buyer will not disclose any information obtained from NFS, or during its investigations after identification of the Seller, and will not disclose the fact that Buyer may be considering a transaction with Seller, to any other person or organization not herein authorized or make known to others, by disclosure or confirmation, that the Business is for sale either before or after termination of investigations or negotiations. Buyer may only disclose information obtained hereunder to its officers, directors, partners, employees and agents who need to know such information for the sole purpose of evaluating the Business for possible purchase, who agree to keep such information confidential and who are provided with a copy of this Agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto. Buyer shall be responsible for any breach of the confidentiality requirements of this Agreement by its officers, directors, partners, employees or agents.
2. Without the specific prior written approval of Seller, Buyer shall not reveal this information to any broker, intermediary, lending institution, or other financing source. In the event disclosure to such parties is deemed desirable, NFS and Seller may require the execution of a document similar to this Agreement.
3. This Agreement applies to all information received by Buyer from NFS or Seller now and during future investigations that is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential, valuable, and proprietary, unless Buyer and Seller agree otherwise in writing. Unauthorized disclosure of said information; even without intent to harm could cause substantial and irreparable damage to NFS and to Seller.
4. All information provided shall be used for the sole purpose of evaluating the purchase decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise NFS when its investigations or negotiations are ended **and will, unless otherwise directed in writing by Seller, return all information furnished, in whatever form, without retaining copies, summaries, or extracts.**

5. Buyer will not contact the Seller's bankers, accountants, attorneys, employees, suppliers, competitors, customers, franchisees, or others who might have information concerning Seller without prior written permission of NFS and Seller.
6. Buyer agrees that breach of this Agreement may not be adequately compensated by monetary damages and that NFS and Seller shall accordingly be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to NFS or Seller at law or in equity.
7. Neither Seller nor NFS make any representation or warranty, express or implied, as to the truth, accuracy, or completeness of any information provided, or not provided, to Buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against NFS and Seller for Buyer's reliance thereon.
8. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the State of California.

ACCEPTED AND AGREED TO:

BUYER:

[Name of Entity]

National Franchise Sales:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Email: _____

Email: _____

Address: _____

Date: _____

Phone: _____

Date: _____

(Please print clearly)