

CONFIDENTIALITY and NON DISCLOSURE AGREEMENT

This **CONFIDENTIALITY and NON DISCLOSURE AGREEMENT**, between the Sellers/Owner of _Seattle Convenience Store w food service _, are herein defined as “**the Discloser**” (including their affiliates, partners, representatives or agents etc) of certain confidential information (further defined below) of operating and financial information associated with the purchase and sale of the assets of the aforementioned restaurant (thereafter known as “**the Project or Transaction**”) . The prospective or de-facto Buyers of the business/restaurant are herein defined as “**the Recipient**” (including their friends & family, affiliates, partners, employees, representatives or agents etc.) of such Confidential Information received from the Discloser. The Discloser and Recipient will be referred to as “the Party” individually, or collectively as “the Parties” in this Agreement.

WHEREAS, each Party may be exchanging information of a confidential and non-public nature for use by them and their representatives, in connection with the Transaction contemplated,

WHEREAS, each Party desires to protect the confidentiality of such information in accordance with the terms of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

- 1. Confidential Information Defined.** The Parties may receive certain non-public and confidential information from the other Party, including but not limited to personal, business or financial information, in each case relating to the Transaction. All such information, including the identity and location of the restaurant for sale, is hereinafter called the “Confidential Information.”
- 2. Exceptions to Confidentiality.** Notwithstanding anything in this Agreement to the contrary, Confidential Information shall not include any information which: (i) was in the Recipient’s possession before receipt from the Discloser or its Representatives; (ii) is or becomes a matter of public knowledge through no fault or violation of the Recipient; (iii) is rightfully received by the Recipient from a third party who, to the Recipient’s knowledge, is not under a duty of confidentiality to the discloser; (iv) is disclosed by the Discloser or its Representatives to a third party without a duty of confidentiality to the Discloser imposed on such third party; or (v) is independently developed by the Recipient or its Representatives. Notwithstanding any other provision of this Agreement, the Recipient may disclose Confidential Information to the extent such disclosure is required by law, regulation or legal process; provided however, that, to the extent practicable, the Recipient shall give prompt written notice of any such request for such information to the Discloser, and agrees to cooperate with Discloser, at the Discloser’s expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Discloser may reasonably deem appropriate.
- 3. Nondisclosure Obligation.** The Recipient shall keep all Confidential Information received by it confidential, and shall not disclose such information, in whole or in part, to any person other than its Representatives. The information shall be used by the Recipient solely in connection with its evaluation of the Transaction. For the purpose of complying with the obligations set forth herein, the Recipient shall use efforts commensurate with those it employs for the protection of comparable sensitive information of its own, but in no case less than a reasonable degree of care.

- 4. No Representations or Further Obligations.** Each Discloser warrants that it has the right to make the disclosures to be made by it or on its behalf under this Agreement. All disclosures made hereunder are at the sole discretion of the Discloser. It is understood that this Agreement does not obligate either Party to enter into any further agreements with the other Party, or to proceed with the Transaction or any other possible relationship or other transaction with the other Party. The Discloser does not make any covenants, warranties or representations with respect to the accuracy or completeness of any Confidential Information disclosed hereunder, and the Discloser shall have no liability to the Recipient arising out of the use of Confidential Information supplied under this Agreement except to the extent set forth in a definitive agreement duly executed by the Parties with respect to the Transaction.
- 5. Destruction of Information.** Upon the written request of the Discloser, or an independent decision made by the Recipient to abandon the Transaction, the Recipient shall return all copies of the Confidential Information, and/or confirm in writing to the Discloser, that all such information has been destroyed.
- 6. Termination.** This Agreement covers only Confidential Information, which is disclosed on or after the date hereof. The Recipient's obligations with respect to the Confidential Information received under this Agreement shall expire on the earlier of (a) the second anniversary of the date hereof and (b) the execution of a definitive agreement between the Parties in connection with the Transaction. In addition, the Parties may terminate their obligations hereunder upon a date mutually agreed in writing.
- 7. Miscellaneous.** All additions or modifications to this Agreement must be made in writing and must be signed by both Parties. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Washington (without giving effect to the conflict of laws rules thereunder). Any dispute arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in King County, Washington. The Recipient acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement, and that, accordingly, in the event of any such breach or threatened breach, the Discloser shall be entitled to equitable relief, including an injunction or specific performance. Nothing contained herein shall in any way limit the rights or activities of either Party to deal directly with any third party so long as it complies with its obligations hereunder. If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in effect and shall not be affected by such invalidity, illegality or unenforceability. This Agreement (a) constitutes the entire agreement of the Parties with respect to the subject matter and supersedes any prior agreement or understanding with respect to the subject matter hereof and (b) may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates signed below:

Recipient:

Signature:

_____ Date: _____

Print Name

_____ Title: _____

Address:

Email: _____

Phone: _____

Recipient:

Signature:

_____ Date: _____

Print Name :

_____ Title: _____

Address:

Email: _____

Phone: _____

Broker authorized by Discloser/Seller to acknowledge Receipt:

Signature: _____

Name : Gary Wu Broker for Kelly Right Real Estate of Seattle LLC

Email: GaryKellyRight@outlook.com

Phone: 425 260-8088