

Non-Disclosure Agreement (NDA)

TO INSURE DELIVERY OF THIS NDA, PLEASE ADJUST YOUR EMAIL "SAFE SENDER" SETTINGS TO ACCEPT contact@metrorestaurantbrokers.com

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose the name and location of their business.

NAME:

I hereby understand and agree to the terms outlined in this NDA and indicate my agreement by typing my name here:*

Business partner - I hereby understand and agree to the terms outlined in this NDA and indicate my agreement by typing my name here:

Date (DDMMYY)*

Email*

Best contact phone number*

Address*

Please list any current and previously owned restaurants and/or briefly describe your restaurant experience*

Minimum amount of cash on hand to invest in a purchase*

Maximum amount of cash on hand to invest in a purchase*

Metropolitan Restaurant Brokers (MRB) reserves the right to prequalify any buyer for any of the MRB listings.

Are you a business broker or Realtor?*

Yes

No

Help us find the right food service business investment for you. Please let us know the type(s) of food service business you are interested in. And/or the location(s) you are interested in.

As consideration for Metropolitan Restaurant Brokers, LLC ("MRB") providing me with information pertaining to businesses and assets, including any leasehold interests, furnishings, fixtures, and/or equipment available for purchase, including any combinations thereof (the "Available Assets"), I will, for a period of two years following my receipt of such information: (1) maintain all information furnished to me by MRB as confidential and not disclose or reveal any such information; (2) not directly or indirectly purchase, acquire, or exercise control over any Available Assets without the active involvement and knowledge of MRB; (3) not visit, contact, or communicate with any person who may have any interest in any Available Assets; (4) not contact or communicate with any employees or representatives of any person who may have any interest in any Available Assets; (5) not communicate with or have any contact with any vendors who may supply materials, inventory, or supplies for use in the subject business; (6) not communicate with or have any contract with any employees of the subject business; and (7) not communicate with or have any contact with any person, including any landlord for any business, who may have any interest in any Available Assets. As a further inducement for MRB to provide me with the information set forth, above, I represent and warrant to MRB that I have (and in the event I am acting for or on behalf of an entity that the entity has) readily and immediately available cash in the Minimum Investment amount which is specifically dedicated, reserved, and set aside for the sole purpose of acquiring any Available Assets of which I may become aware through information which MRB may provide to me incident to this Agreement.

If I fail to comply with all of these terms, and any Available Assets are sold to, transferred to, or acquired by me, any person with whom I have had any business dealings or to whom I have disclosed any information received from MRB; then I shall be responsible to pay MRB, upon demand, an amount equal to the commission the owner of the Available Assets had agreed to pay to MRB at the time the information is disclosed to me in the event of such a sale, transfer, or acquisition.

In the event: (i) any Available Assets are acquired by or through any transaction with a landlord; (ii) I may have any contact with any vendor or employee in breach of the covenants set forth above; or (iii) the representation and warranty regarding available cash is not true, correct, and complete; then in each instance, I understand that the damages that MRB would incur would be difficult to calculate with precision; therefore, in such event, I agree to immediately pay MRB liquidated damages in an amount equal to the sales commission in the listing agreement between MRB and the seller multiplied by the "list price" for the Available Assets.

Independently of my agreement to pay liquidated damages as set forth above, I further waive any right to object to an award of liquidated damages as set forth, above.

I acknowledge that MRB does not make any representations or warranty as to its accuracy or completeness of financial information supplied to me and that any information MRB may provide has been prepared and generated by others.

I understand that a failure to comply with the terms of this Agreement may also result in damages that are not simply monetary and that MRB may apply for injunctive relief.

Any action or proceeding brought to enforce this Agreement shall be brought before a court of competent jurisdiction whose jurisdiction and venue embraces Fairfax County, Virginia; and any action or proceeding shall be determined in accord with Virginia law. Further, in the event MRB prevails in any such action or proceeding, I agree that I shall be responsible for any and all costs or expenses incurred by MRB, to include reasonable attorney fees.

INSTRUCTIONS FOR INITIAL VIEWING IN SECRET

1. Drive by place of business.
2. If you have any interest in viewing the interior of the premises, please enter as a customer only at busy times so you don't stand out.
3. Do not engage in any employee or owner conversation (employees don't know the business is for sale).
4. If, after your viewing, you are no longer interested, please exit discreetly without any conversations.
5. If you have any additional interest and need to schedule a private tour, please contact MRB.

DISCLAIMER:

PLEASE NOTE, all information is provided by the seller and is not verified in any way by MRB. MRB is relying on the accuracy of the seller of said information, and makes no warranty, express or implied, as to such information. MRB does not give tax, accounting, or legal advice.

ELECTRONIC CONTRACT: In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act) and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by using a digital signature service.

IT IS EXTREMELY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS INDICATED ABOVE REGARDING CONFIDENTIALITY.

NOTE: PROOF OF FUNDS ARE REQUIRED TO PURCHASE A RESTAURANT LISTING.