



Bejoy Koshy, REALTOR®

KW Collective · KW Commercial · 240 Whittington Parkway, Louisville, KY 40222

Cell 502-403-0754 · Work 502-554-9500 · bejoyk@hotmail.com

NON-CIRCUMVENT & NON-DISCLOSURE AGREEMENT (NCNDA)

Target Opportunity: Confidential Fast-Casual QSR Franchise Business Sale

Location (public): Dixie Highway Commercial Corridor, Jefferson County, KY · KCREA a7a51e4b

This Non-Circumvent & Non-Disclosure Agreement ("Agreement") is executed on the date below by the undersigned prospective buyer and/or co-op broker ("Receiving Party") in favor of Bejoy Koshy, REALTOR®, and Keller Williams Collective ("Listing Broker"), exclusive agent for the seller of the Target Opportunity ("Seller"). Listing Broker is not the Seller.

The franchise brand, exact address, and detailed financial packet are disclosed only after this Agreement is signed and a buyer profile (page 2) is submitted.

1. Confidential Information

Confidential Information includes all non-public information Listing Broker or Seller provides about the Target Opportunity, including the business identity, brand name, exact address, financial statements, YTD P&L records, tax returns, bank and point-of-sale reports, lease terms, employee counts, vendor agreements, franchise and unit identifiers, customer data, and operational data.

Confidential Information does not include information that (a) is or becomes public other than by a breach of this Agreement, (b) Receiving Party already knew before disclosure, (c) Receiving Party receives in good faith from a third party not bound to keep it confidential, or (d) Receiving Party must disclose by law or court order, provided Receiving Party gives Listing Broker prompt notice if legally allowed.

2. Non-Disclosure & Use

Receiving Party will keep Confidential Information strictly confidential and use it only to evaluate a possible acquisition of the Target Opportunity. Receiving Party will not disclose it to any third party except professional legal, accounting, lending, and financial advisors who need it for that evaluation and who are bound by professional duty or by these same terms. Receiving Party is responsible for those advisors.

Receiving Party will not copy, store, or share Confidential Information on social media, listing portals, group chats, or with other brokers or buyers, except a licensed co-op broker who has also signed this Agreement.

If Receiving Party is a licensed broker, Receiving Party will not deal with Seller except through Listing Broker, and will have their client sign this Agreement (or be bound as Receiving Party) before receiving Confidential Information.

3. Non-Circumvention

Receiving Party will not circumvent, avoid, or bypass Listing Broker to deal directly with the property owner, Seller, landlord, franchisor, employees, or vendors. All communications, inquiries, property visits, offers, and negotiations go exclusively through Bejoy Koshy. This section survives for the Term even if Receiving Party does not make an offer.

4. Site Access & Employee Protocol

Receiving Party will not contact store staff, management, suppliers, the landlord, or the franchisor. Drive-bys that identify the business to staff, and on-site visits, are prohibited unless Listing Broker schedules a formal appointment. Do not disturb the operation.

5. Marketing Figures & Due Diligence Records

Published financial highlights (including annualized gross revenue and SDE / cash flow) are seller-provided estimates for marketing only. Listing Broker does not warrant those figures. Seller will provide verifiable records to a qualified Receiving Party during the due diligence period under a purchase agreement. Those records may include tax returns, bank statements, and point-of-sale reports, as applicable. Execution of this Agreement is not a substitute for that due diligence.

6. Return or Destruction

On Listing Broker's written request, or when Receiving Party stops evaluating the Target Opportunity, Receiving Party will return or destroy Confidential Information in its possession (except copies retained solely as required by law or professional file-retention rules, which remain subject to this Agreement).

7. Term & Governing Law

This Agreement remains in effect for two (2) years from the date of execution ("Term") and is governed by the laws of the Commonwealth of Kentucky, without regard to conflict-of-law rules.

8. General

Electronic signatures and PDF or email counterparts are effective. This Agreement is the entire agreement on confidentiality and non-circumvention for the Target Opportunity. It may be changed only in a writing signed by Listing Broker and Receiving Party. If a court finds any part unenforceable, the rest stays in effect.

RECEIVING PARTY ACKNOWLEDGMENT

Entity / Buyer Name: _____

Role: ☐ Prospective Buyer ☐ Co-op Broker ☐ Both

Authorized Representative: _____

Title: _____

Signature / Date: _____

Phone / Email: _____

Co-op firm / license # (if any): _____

BUYER PROFILE

Required with this NCNDA before brand, address, or CIM is released.

Intended role: ☐ Owner-operator ☐ Investor ☐ Multi-unit franchisee ☐ Other: _____

Proof of funds or lender prequalification: ☐ Attached ☐ Will send by: _____

Target close window: _____

Franchise experience (if any): _____

Advisors who may see materials (name / firm): _____

I am submitting this profile to evaluate the Target Opportunity only. I have read and agree to the NCNDA.

Signature / Date: _____

