

## BUYER CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") confirms the mutual understanding that \_\_\_\_\_ (Seller), will provide \_\_\_\_\_ ("Buyer") with certain evaluation materials, as well as verbal information ("Confidential Information"; including all copies or other renditions thereof) in connection with the possible purchase of \_\_\_\_\_. This Confidential Information is made available to Buyer solely for the purposes of evaluating the possible purchase of this business.

1. Confidential Information shall include, but not be limited to, any conversations or discussions with the principals of \_\_\_\_\_, their agents or employees, and any information related to the business. The use of Confidential Information for any purpose other than to determine Buyer's possible acquisition of the business is expressly prohibited. Buyer agrees not to disclose this information to any person other than those who are directly involved in evaluating the possible purchase of the Property. No external verbal or written communication of the Confidential Information shall be permitted without the express written consent of the principal's of \_\_\_\_\_.
2. Buyer agrees not to disclose any portion of the Confidential Information, summaries or other material derived from the evaluation of the Confidential Information, to any other person or entity.
3. Buyer shall not photocopy or make copies in any other manner of the Confidential Information. Buyer further understands that all inspection appointments for said Property shall be made through the principals of \_\_\_\_\_ and Buyer will not contact the employees direct.
4. Buyer shall not at any time, directly or indirectly, use, disclose, deliver, or communicate to any other person or entity, any discussions with the principals of \_\_\_\_\_ or Confidential Information concerning the business. Any inquiries or correspondence in connection with the Property shall be communicated to the principals of \_\_\_\_\_ at the address as set forth below.
5. Buyer understands that this Confidentiality Agreement is being entered into as a condition to the release of the Confidential Information by the principals of \_\_\_\_\_ and that the information contained therein, while not guaranteed, is secured from sources deemed reasonably reliable.
6. Seller expressly reserves the right in their sole discretion to reject any or all proposals or expression of interest in the property and to terminate discussions or negotiations with any party at any time with or without notice.
7. This Agreement combined with Retainer Agreement if any expresses the entire agreement and understanding of the parties. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In any action to enforce the rights of the parties hereto, the prevailing party shall, in addition to the actual settlement, be entitled to reasonable attorney's fees.

By signing and acknowledging where indicated below, the parties understand and agree to the terms and conditions as outlined above.

\_\_\_\_\_ (Buyer)

By \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

## AGENT CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") confirms the mutual understanding that \_\_\_\_\_ (Seller), will provide \_\_\_\_\_ ("Buyer's Agent") with certain evaluation materials, as well as verbal information ("Confidential Information"; including all copies or other renditions thereof) in connection with the possible purchase of \_\_\_\_\_. This Confidential Information is made available to Agent solely for the purposes of evaluating the possible purchase of this business.

8. Confidential Information shall include, but not be limited to, any conversations or discussions with the principals of \_\_\_\_\_, their agents or employees, and any information related to the business. The use of Confidential Information for any purpose other than to determine Buyer's possible acquisition of the business is expressly prohibited. Agent agrees not to disclose this information to any person other than those who are directly involved in evaluating the possible purchase of the Property. No external verbal or written communication of the Confidential Information shall be permitted without the express written consent of the principal's of \_\_\_\_\_.
9. Agent agrees not to disclose any portion of the Confidential Information, summaries or other material derived from the evaluation of the Confidential Information, to any other person or entity.
10. Agent shall not photocopy or make copies in any other manner of the Confidential Information. Agent further understands that all inspection appointments for said Property shall be made through the principals of \_\_\_\_\_ and Agent will not contact the employees direct.
11. Agent shall not at any time, directly or indirectly, use, disclose, deliver, or communicate to any other person or entity, any discussions with the principals of \_\_\_\_\_ or Confidential Information concerning the business. Any inquiries or correspondence in connection with the Property shall be communicated to the principals of \_\_\_\_\_ at the address as set forth below.
12. Agent understands that this Confidentiality Agreement is being entered into as a condition to the release of the Confidential Information by the principals of \_\_\_\_\_ and that the information contained therein, while not guaranteed, is secured from sources deemed reasonably reliable.
13. Seller expressly reserves the right in their sole discretion to reject any or all proposals or expression of interest in the property and to terminate discussions or negotiations with any party at any time with or without notice.
14. This Agreement combined with Retainer Agreement if any expresses the entire agreement and understanding of the parties. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In any action to enforce the rights of the parties hereto, the prevailing party shall, in addition to the actual settlement, be entitled to reasonable attorney's fees.

By signing and acknowledging where indicated below, the parties understand and agree to the terms and conditions as outlined above.

\_\_\_\_\_ (Agent)

By \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_