

Confidentiality Agreement

The here-signed prospective purchaser(s) ("Buyer or Buyer's Agent") hereby requests confidential information, currently and from this time forward, on property at **3410-3412 Highway 6, Sugar Land, TX 77478** represented by Southwest Realty Group (SWRG). Buyer or Buyer's Agent hereby acknowledges that SWRG first provided such information to the Buyer or Buyer's Agent -In consideration of SWRG having provided such information, the Buyer or Buyer's Agent hereby agrees:

1. Any information SWRG provides about a property or business was obtained from the property or business owner and SWRG makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the property or business and obtaining any legal, tax, or other counsel Buyer or Buyer's Agent deems necessary, prior to purchasing the business or the property.
2. Any information Buyer or Buyer's Agent is given about a property or business including its availability for acquisition, shall be treated as confidential and proprietary. Buyer or Buyer's Agent shall not disclose, without prior written permission, any such information to any third party except Buyer or Buyer's Agent's representatives actively engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer or Buyer's Agent decides not to purchase the property or business, Buyer or Buyer's Agent shall promptly notify SWRG of this fact and shall promptly destroy all documentation without retaining copies, summaries, analyses, or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's or Buyer's Agent's duty to the seller and SWRG and could result in their seeking recourse against the Buyer or Buyer's Agent. Buyer or Buyer's Agent shall hold SWRG and the seller(s) harmless and defend them from any liability resulting from such unauthorized disclosure.
3. In Case a buyer or any agent or partners of the buyer enters into any agreement to buy or transfer any full or partial interest on the subject property, provided that Seller has to pay a fee to SWRG, during the term of this agreement or anytime thereafter, Buyer or Buyer's Agent shall inform SWRG truthful about all aspects of transaction and be helpful in order for SWRG to recover all fees in his listing agreement with the seller.
4. Buyer or Buyer's Agent shall conduct all inquiries into and discussion with any property or business about which, SWRG provides information solely through SWRG., and shall not directly contact the owner, employees or other representatives of the property or business except by prior arrangement with SWRG.
5. If Buyer or Buyer's Agent breaches the terms of this Agreement or in any way interferes with SWRG's right to a fee, Buyer or Buyer's Agent shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. SWRG may act as a dual agent representing both Buyer or Buyer's Agent and Seller.
7. No Additional Agreements. Neither the holding of discussions nor the exchange of material or Confidential Information shall prohibit SWRG from providing the same or similar information to other parties and entering into agreements with other parties. Additional agreements of the Parties, if any, shall be in writing & signed by SWRG and Buyer.
8. Buyer or Buyer's Agent Acknowledges receiving a copy of this Agreement.
9. Buyer and Buyer agent agree that the Seller is a third-party beneficiary to this Agreement.
10. The here signed executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Date:

Buyer's Name (print):

Buyer's Company:

E-mail Address:

Buyer's Signature: _____

Buyer's Cell Telephone:

Buyer's Office Telephone:

Property Interested in: 3410-3412 Highway 6, Sugar Land, TX 77478

Buyer's Broker/Agent:

Buyer's Broker phone and email

Seller and Listing Broker: Southwest Realty Group/ Kenneth Li Tell: (713) 826-3388

Please Fax to 713-988-1634 or Email to kli@ccim.net the signed agreement