Non-Disclosure & Confidentiality Agreement

Non-Disclosure & Confidentiality Agreement fully acknowledgement by (Purchasing Party);

_____ who is a authorized signatory of _____.

Whereas, the Company (Selling Party) agrees to furnish the undersigned certain confidential information relating to the affairs of the stated company;

_____,
solely for the purpose and consideration of entering into a Purchase & Sell Transaction Agreement for the Stated Business and/or Real Estate.

AND

Whereas, the undersigned agree to review, examine, inspect or obtain such information only for the purposes described above and to otherwise hold such information confidential pursuant to the terms of this agreement.

BE IT KNOWN, that the Company (Selling Party) has or shall furnish to the undersigned certain confidential information, and may further allow the undersigned the right to inspect the business and premises, or provide additional information all on the following conditions:

1. The undersigned agree to hold all confidential and/or proprietary information or trade secrets ["information"] in trust and confidence; as well agree this information and knowledge shall be used only for the contemplated purpose, this information shall not be used for any other purpose or disclosed to any third party.

2. No copies will be made or retained of any written or electronically delivered information.

3. At the conclusion of Seller/Buyer discussions related to this business and/or real estate transaction, or upon demand by the Company (Selling Party), all information, including written notes, photographs, memoranda, any and all notes taken by you shall be returned as well as any and all electronically delivered items be fully deleted from any delivery/storage system.

4. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this agreement.

5. It is understood that the undersigned shall have no obligation with respect to any information known by the undersigned or generally known within the industry prior to date of this agreement or becomes common knowledge within the industry thereafter.

SIGNED (Purchasing Party): _____ Date: _____

PRINTED (Purchasing Party): _____

SIGNED (Broker): _____ LIC #: _____ Date: _____

PRINTED (Broker): _____PHONE#: _____

REAL ESTATE FIRM / STATE: _____