

# Confidentiality Agreement

**DNA Capital Wisconsin I, LLC (“Seller”) requires that a Confidentiality Agreement be obtained before disclosing pertinent information regarding the Seller’s business/property.** This information will be kept confidential. In consideration of the Seller providing the information on the business/property for sale, I/We (hereafter singular shall include plural) understand and agree:

1. That any information provided on any business, Real Estate and/or property is proprietary and confidential, and that its disclosure to others may be damaging to the business, their owners, and their employees. I have requested this information for the purpose of evaluating the possible acquisition of the business. I understand that I am personally liable for its use for any other purpose. In the event Buyer does not purchase the Sellers business, Buyer agrees to return all information provided to Buyer promptly including all copies, etc.
2. Not to disclose, for a period of three years from the date I sign this Confidentiality Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure advice and recommendation of my business advisors (accountants, attorneys). “Information” as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided. Proprietary information obtained during investigation of businesses not purchased will not be used to the detriment of the Seller. Buyer further agrees that Buyer shall not use in any manner, directly or indirectly, any confidential information. Specifically Buyer agrees that he/she will not use any Confidential Information for his/her benefit or for the benefit of any person or entity, and will not permit or allow any Confidential Information to be used in competition with the Seller. As used in this agreement, the term “Confidential Information” means information that is not generally known about Seller or about his/her business, including without limitation, information about Sellers’ products, services, databases, business plans, marketing plans and customer lists.
3. Not to contact the business owners or their landlords, employees, suppliers or customers, or any communications.
4. I agree not to hold Seller liable for any fee owed to any agent or attorney representing me. I shall make an independent verification following acceptance of my offer by Seller of any and all information provided by Seller, and any additional information I may request of Seller, prior to entering into a final agreement to purchase any business/property.
5. That should I enter into an agreement to purchase a business/property, I will provide a financial statement and a personal and business history if I present an offer to Seller. I also authorize the Broker and/or the Seller to obtain, through standard reporting agencies, financial and credit information about me or the companies I represent.
6. This Agreement and its representations, warranties and promises shall survive the closing of the sale of any business or Real Estate described to me. I acknowledge that I have received an exact copy of this Agreement and that I have read this Agreement carefully and fully understand it. This agreement shall be binding on the Buyers’ successors, heirs and assigns.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_