



MUTUAL CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made and entered into between the Seller and Potential Buyer.

1. **Purpose.** The parties wish to explore the potential opportunity to acquire the business listed as a restaurant and, in connection with this opportunity, the Seller (aka business owner) may disclose to the Potential Buyer certain Confidential Information (as defined below) which the Seller desires Potential Buyer to treat as strictly confidential. Conversely, the Potential Buyer may disclose to the Seller certain Confidential Information (as defined below) which the Seller desires Potential Buyer to treat as strictly confidential.
2. **Business Broker.** The Seller is listed and represented by a business broker with whom the Potential Buyer shall exclusively interact with. The Business Broker’s information is as follows:
 - a. Richard Bazinet PLLC, West USA Commercial Division, 602-300-7007, richard@richardbazinet.com
3. **Potential Buyer Proof of Funds.** Potential Buyer shall provide Seller with a proof of funds along with this Potential Buyer signed copy of this Agreement demonstrating the ability to complete this potential transaction before Seller may release any information.
4. **Access to Property.** Potential Buyer shall not go to this place of business at any time without written permission from the Seller or the Business Broker and a scheduled appointment.
5. **Employees of the Seller’s Business.** Potential Buyer shall not discuss and or interview the employees of the Seller at any time without permission from the Seller or the Business Broker. Potential Buyer shall not openly discuss the sale of this business within the premises of the business.
6. **“Confidential Information”** means any confidential, non-public or proprietary information disclosed to Potential Buyer by the Seller in writing, orally or by inspection of tangible objects, including, without limitation, any trade secrets, business or financial information, methods of operation, information regarding possible acquisitions and acquisition targets, information of a proprietary nature, current or planned products and services, other confidential information about the business and operations of the Seller, the fact that the Seller has disclosed Confidential Information to the Potential Buyer, the fact that discussions or negotiations are taking place or have taken place relating to a business opportunity between the parties or for the Seller, any details of those discussions or negotiations, or the terms of this Agreement. Confidential Information shall not, however, include, any information which Potential Buyer can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Potential Buyer by the Seller; (ii) becomes publicly known and made generally

available after disclosure to Potential Buyer by the Seller through no action or inaction of Potential Buyer; (iii) is received by the Potential Buyer from a third without an accompanying duty of confidentiality; (iv) is developed independently by Potential Buyer without the use of any Confidential Information; (v) is in the possession of the Potential Buyer at the time of disclosure by the Seller ; or (vi) is approved by the Seller in writing for release or use by Potential Buyer.

Notwithstanding anything herein to the contrary, in the event that the Potential Buyer is requested or required by judicial action to disclose any Confidential Information or any information relating to the business opportunity, the Potential Buyer shall be permitted to make such disclosure, provided, that the Potential Buyer shall first give the Seller reasonable prior written notice of such request or requirement and reasonably cooperate with the Seller (at the Seller's expense) in seeking a protective order or confidential treatment for any such disclosure.

7. **Non-use and Non-disclosure.** Potential Buyer agrees on behalf of itself and each of its employees, officers, directors, consultants, and agents (collectively, the "Potential Buyer Parties"), not to disclose to any third-party or otherwise use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Potential Buyer and the Seller. Potential Buyer agrees on behalf of itself and each of the Potential Buyer Parties not to disclose any Confidential Information to any third parties or to employees of Potential Buyer, except to those employees, agents and consultants of Potential Buyer who are required to have or have a need to know the information to evaluate or engage in discussions concerning the contemplated business relationship.
8. **Maintenance of Confidentiality.** Potential Buyer agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Potential Buyer shall take at least those measures that Potential Buyer takes to protect its own most highly confidential information. Potential Buyer agrees to transmit the Confidential Information only to the Potential Buyer Parties who require or have a need to know such information and only if (a) such Potential Buyer Parties are informed of the obligations set forth herein, and (b) such Potential Buyer Parties shall agree to the non-use and non-disclosure provisions set forth herein, prior to any disclosure of Confidential Information to such parties. If any Potential Buyer breaches the obligations set forth herein, the Potential Buyer agrees to be responsible for such breach. Potential Buyer shall reproduce the Seller's proprietary rights notices on any such approved copies, in the same way such notices were set forth in or on the original. Potential Buyer shall immediately notify the Seller in the event of any unauthorized use or disclosure of the Confidential Information.
9. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Potential Buyer shall be and remain the property of the Seller and shall be promptly destroyed or returned to the Seller upon the Potential Buyer's decision to withdraw from and not pursue the opportunity.
10. **No License.** Nothing in this Agreement is intended to grant any rights to Potential Buyer under any patent, trade secret, trademark or copyright of the Seller, nor shall this Agreement grant Potential Buyer any rights in or to the Confidential Information except as expressly set forth herein.
11. **Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Potential Buyer.

12. **Remedies.** Potential Buyer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Seller, entitling the Seller to seek to obtain injunctive relief in addition to all legal remedies, without the necessity of posting a bond.

13. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Arizona, without reference to conflict of laws principles. The parties irrevocably consent to the jurisdiction of the federal and local courts of the State of Arizona for the purpose of any action brought in connection with this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The parties shall not assign or transfer this Agreement in whole or in part, except by operation of law. This Agreement shall inure to the benefit of and be binding on the parties' successors and permitted assigns.

14. **No Obligation.** Nothing herein shall obligate the Seller or the Potential Buyer to proceed with any transaction between them, and each reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Seller

Potential Buyer

By:



By:

Date:

Name: **Fil Latusek**

Name:

Title: **Owner**

Title:

Address:

Email:

Telephone: