

**COLDWELL BANKER SCHNEIDMILLER REALTY
CONFIDENTIALITY AGREEMENT**



This Confidentiality Agreement will confirm our mutual understanding in connection with your providing and our receipt of information regarding the company (“Company”) listed below from Coldwell Banker Schneidmiller Realty (“CBSR”).

1. “Information” means all of the oral or written data, reports or materials obtained from CBSR or the Company, including the name, address and type of business of the Company, the knowledge that the Company may be considering a sale, or even the fact that information has been provided.
2. Information is being furnished solely in connection with our consideration of the acquisition of the Company and shall be treated as “secret” and “confidential” and no portion of it shall be disclosed to others, except to those of our employees and agents whose knowledge of the Information is required for us to evaluate the Company as a potential acquisition and who shall assume the same obligations as us under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of the Company through the use of any information or knowledge acquired under this Agreement nor use any such Information for it’s own account.

3. It is understood that the Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Confidentiality Agreement as if it were a party to the Agreement.
4. All Information shall be promptly returned or destroyed, as directed by CBSR.
5. It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any information and (b) any and all representations and warranties shall be made solely by the company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
6. The undersigned acknowledges the responsibility to perform a due diligence review at their own cost and expense prior to any acquisition.
7. In consideration of the information presented to me regarding the Company listed below as being available for sale or lease, I agree that should I buy, lease or come into possession of any of them within two (2) years from the date below, that I will protect the Broker’s right to a commission. I understand that the Broker has a listing agreement or contract with the owner or his/her authorized agent, of the places of business listed below which provides for a commission payment. I understand that if I interfere in any way with the Broker’s contractual right to a commission from the Seller, I may be personally liable for the payment of that commission. I understand that should I become manager or connected with any of the businesses listed below, then a commission will be due the Broker. I understand that a commission is due if negotiations have commenced or if I have seen the business during the listed period even if the listing becomes inactive and I buy, lease or come into possession of any of them within two (2) years from the date below.

Company: _____

Signature: _____ Date: _____

Name: _____ Title: _____ Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____