

Confidentiality Agreement

This Confidentiality Agreement will confirm our mutual understanding in connection with Sunbelt Business Brokers ("SBB"), providing, and your receipt of, information regarding the number-designated Company listed below ("The Company").

1. "Information" means all oral or written data, reports, records or materials obtained from us 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. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to be any part of such Information to the extent that such Information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to the Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. The undersigned agrees that Information is being furnished solely in connection with the undersigned's 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 employees and agents whose knowledge of the Information is required to evaluate the Company as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.
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 this Agreement. SBB represents and has a contract with the Company only and not with the undersigned. The Company shall compensate SBB. In the event of a dispute the venue shall be, unless otherwise agreed upon, Kent, Ottawa or Muskegon Counties. The prevailing party shall be entitled to recovery of all reasonable costs including attorney's fees, court costs, costs on appeal, and interest from date of breach. Any and all disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
4. No visits, no employee, supplier or customer contacts without express permission. The undersigned agrees that it will not hire any of the Company's employees, nor interfere in any way with any of its business using knowledge acquired under this Confidentiality Agreement nor use any such Information in a manner harmful to the Company. All communications shall be directed through SBB unless otherwise specified in writing. Any attempt to circumvent SBB's contract with the Company shall be actionable at law for tortious interference with contract.
5. All Information shall be promptly returned or destroyed, as directed by SBB or the Company.
6. 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.
7. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.
8. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

Sunbelt Business Brokers Client #/Description; _____

SIGNATURE: _____ **Date:** _____

Name of Individual (Print): _____ **Title:** _____

Organization: _____ **Email Address:** _____

Telephone: _____ **Fax:** _____ **Lead Source:** _____

Address: _____
Street
City
State
Zip Code