



Prudential

Commercial Real Estate

CONFIDENTIALITY AGREEMENT FOR TARGETED BUSINESSES

Please complete the attached agreement. The highlighted fields are required. Once you have completed this form please return via fax to our office and ask to speak to the agent.

**614-223-9595 office
614-223-9599 fax**

Confidentiality Agreement for Targeted Business

THIS AGREEMENT was entered into on this _____ day of _____, 20____ by and between:

Buyer Prospect: _____
 Address: _____
 Phone Numbers: _____ Cell: _____
 Office: _____ E-Mail: _____
 hereinafter referred to as the "Buyer", and **Prudential Commercial Real Estate**, represented by:
 _____, herein referred to as the "Agent" for the
 following Targeted Business:

WHEREAS the Agent has access to information about the Targeted Business listed above (hereinafter referred to as the "Business"), and the Buyer has a desire to have access to this and other information in order to investigate and potentially acquire the Business by, including, but not limited to, purchasing the stock or other ownership units of the Business, purchasing the assets and/or assuming the liabilities of the Business, merging with the Business in any manner described in *Section 368 of the Internal Revenue Code of 1986*, receiving a divestiture of property, securities or other assets (whether tangible or intangible), or partnering or joint venture arrangement other than employment (hereinafter collectively referred to as "acquire"), then Buyer and Agent hereby agree to abide by the following terms and conditions:

Section 1 Buyer's Warranties of Confidentiality

- a. The Buyer agrees not to talk, write, or in any manner communicate to the Business' owner or employees. In addition, the Buyer agrees not to contact the Business' banker, accountant, attorney, employees, suppliers, competitors, customers, or others who might have information concerning the Business without written permission of Agent. Finally, the Buyer will not contact the Business directly without written authorization from the Agent.
- b. In consideration for being provided information on, but not limited to, the Business potentially available to be acquired as well as information underlying the management and financial operations of the Business, the Buyer hereby agrees, understands and acknowledges that any and all information given to Buyer by Agent regarding the Businesses potentially available to be acquired is to be considered confidential and Buyer agrees not to disclose, divulge, reveal, convey, or transmit (hereinafter collectively referred to as "disclose") any and all information, whether orally, in writing, or in any other format, to any party outside of this Agreement unless the party first agrees in writing to be bound by the confidentiality portion of this Agreement.
- c. In addition to agreeing not to disclose this information, Buyer also agrees not to use any furnished information for their benefit outside of the investigation of and negotiation for the Business potentially available to be acquired, or for the benefit of any third party, or to the detriment of the owner of the Business the Buyer indicates they might be interested in acquiring.
- d. The parties hereby agree, understand and acknowledge that the Buyer shall be permitted to share this confidential information with the Buyer's attorney (or other individual where a professional - client communication privilege exists) solely for the purpose of soliciting their professional advice, provided that the confidentiality portion of this Agreement covers this communication.
- e. Finally, the Buyer hereby further agrees, understands and acknowledges that if the Buyer decides not to acquire the Business for which the Agent has provided information, then the Buyer will notify the Agent of this decision in writing and return to the Agent within three (3) business days any and all information the Agent provided, without keeping copies. The Buyer agrees that if they decide not to acquire the Business on which information has been provided that the Buyer shall not be relieved of the obligation to continue to maintain confidentiality of any and all information as discussed.

Agent's Warranties of Confidentiality

- a. In consideration for being provided information on, but not limited to, the Buyer's financial status and business resources, the Agent hereby agrees, understands and acknowledges that any and all information given to the Agent by the Buyer is to be considered confidential and the Agent agrees not to disclose, divulge, reveal, convey, or transmit (hereinafter collectively referred to as "disclose") any and all information, whether orally, in writing, or in any other format, to any party outside of this Agreement unless the party first agrees in writing to be bound by the confidentiality portion of this Agreement.
- b. In addition to agreeing not to disclose this information, the Agent also agrees not to use any furnished information outside of the investigation of and negotiation for the Business potentially available to be acquired.
- c. Finally, the Agent agrees that if the Buyer decides not to acquire the Business on which information has been provided that the Agent shall be obligated to continue and maintain confidentiality of any and all information as discussed for a period of not more than two years.

Section 3

Miscellaneous Provisions

- 1. Although the Agent will **use** reasonable efforts to make available to Buyer any and all information (whether or not requested) about the Business to the Buyer, the Buyer hereby agrees, understands and acknowledges that the Buyer agrees to pay for all costs associated with Buyer's information procurement.
- 2. The Buyer agrees that the Agent assumes and accepts no liability and makes no warranty or representation as to the accuracy or completeness of any information, and further the Buyer agrees that the Agent shall not be held responsible for the quality or accuracy of any information and hereby agrees to indemnify and hold Agent harmless from any claims, demands, suits, liabilities, costs and expenses arising out of any incorrect or incomplete information.
- 3. The Buyer agrees that it shall not close, consummate or schedule to consummate any acquisition of the Business, whether directly or through a related party, unless the Agent has either been completely compensated for professional fees or the Buyer has issued an acceptable promissory note to the Agent.
- 4. The Buyer and the Agent agree to abide by all civil rights laws and agree not to discriminate because of race, color, religion gender, handicap, familial status or country of national origin.
- 5. The Buyer and the Agent agree that the laws of the State of Ohio shall govern this Agreement. Further, the Buyer and the Agent agree that any controversy or claim arising out of or relating to this Agreement, **or** the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 6. Termination of this Agreement by either party shall not relieve either party of the obligation to continue to maintain confidentiality of any and all information as discussed in this Agreement. In addition, termination of this Agreement by either party does not affect the terms of any fee arrangement that the parties have subsequently entered into by the parties.
- 7. Buyer and Agent agree that this contract constitutes the entire Agreement between the parties **and** that there are no representations, oral or written, which have not been incorporated herein. Further the parties agree that any subsequent alterations or changes to this Agreement must be agreed to in writing, signed by both parties and attached hereto.
- 8. This Agreement shall be effective from the date first indicated above and continue for a one (1) year period. The Agreement shall automatically renew itself for an additional one-year period thereafter until either party agrees to terminate this Agreement. Said termination by either party shall be in writing.

WHEREFORE, the Buyer and the Agent hereby agree and accept all of the above terms and conditions as of the date indicated above:

Signed: _____ , Buyer

Print Name _____ Date: _____

Signed: _____ , Co-Op Agent Identified

Print Name _____ Date: _____