



125 Town Park Dr. Suite 300
Kennesaw, GA 30144
Ph. +1 678.921.0195
corporate@kommersial.com

CONFIDENTIALITY AGREEMENT

As a potential acquisition candidate ("the Buyer") of business opportunities ("the Business" or "the Seller") presented by Kommersial Brokerage, LLC as exclusive agent or sub-agent, I desire sufficient information to complete a confidential evaluation of "the Business". In consideration thereof, I agree to keep confidential all information provided by Kommersial Brokerage, LLC and/or provided by "the Business", its agents, employees, customers, vendors, etc.

1. For purposes of this Agreement, the term "Confidential Information" means any and all information disclosed to "the Buyer" by or on behalf of "the Seller", orally, in writing or in any other medium, however documented (or not documented) and whether or not marked "confidential." "Confidential Information" includes, without limitation, information regarding "the Seller's" actual or proposed businesses; historical and projected financial information, budgets, services, products, trade secrets, techniques, processes, operations, formulae, product specifications, know-how, processes, compositions, inventions, discoveries, designs, sketches, drawings, samples, formats, marketing and manufacturing plans and materials, analyses, strategies, forecasts, research and development; concepts, ideas, names, addresses and any other characteristics, identifying information or aspects of "the Seller's" existing or potential customers, employees, vendors or suppliers; or any information derived, summarized or extracted from any of the foregoing. "Confidential Information" shall not include any information that: (a) is or becomes available to the public other than as a consequence of a breach by any party hereto of any fiduciary duty or obligation of confidentiality, (b) "the Buyer" received from a source not bound by obligations of confidentiality, or (c) "the Buyer" developed independently without reliance upon the "Confidential Information".
2. Information is being furnished solely in connection with "the Buyer's" consideration of the potential acquisition of "the Business", and shall be treated as "confidential." No portion of said information shall be disclosed to others, except the "Buyer's" financial or legal advisors, whose knowledge of the information is required for "the Buyer" to evaluate "the Business", and who shall assume the same obligations and terms of the agreement as set forth herein.
3. "The Buyer" agrees not to make any contact with the owner, employees, vendors or customers of "the Business" without the express permission of Kommersial Brokerage, LLC. "The Buyer" agrees not to use any such information for his or her own account in any way that would compete directly with or cause damage to "the Business".
4. It is understood that "the Business" is the intended party and beneficiary whose rights are being protected. It is further understood that "the Business" may enforce the terms of this agreement as if it were a party to this agreement including such actions in a court of law to prevent any threatened breach of this agreement.
5. In the event no transaction is effected between the parties to this agreement all information shall be returned to "the Seller's" agent within 30 days of written request to "the Buyer" to return such information.
6. It is understood that no representations or warranties are being made by Kommersial Brokerage, LLC as to completeness of any information provided regarding "the Business". Furthermore, that any and all representations and warranties are made solely by "the Business", which shall be set forth in a signed acquisition or purchase agreement that shall then be subject to the provisions thereof. Accordingly, the undersigned acknowledges the responsibility to perform a "due diligence review" of financial books and records at his or her own cost and expense prior to any acquisition of "the Business".

The Agreement shall be governed by, construed and enforced in all respects in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided in the State of Georgia. An executed facsimile of this Agreement or facsimile transmitted signature shall have the same force as an original binding document of signature.

THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY.

Agreed to, accepted and receipt acknowledged this _____ day of _____, 20_____

By "The Buyer" (please sign) _____

"The Buyer's" Name (please print) _____ Title _____

Address _____ City _____ State _____ ZIP _____

Phone _____ Fax _____ Email _____

PLEASE FAX THIS CONFIDENTIALITY AGREEMENT TO 954-206-0783
Or email to rq@kommersial.com