

CONFIDENTIALITY AGREEMENT

In consideration of the Seller's willingness to provide the undersigned prospective Buyer, its agents and representatives ("Buyer") with Confidential Information (as defined below) about the Seller and the Seller's business ("Business"), Buyer hereby covenants and agrees as follows:

1. The Buyer will not, either directly or indirectly, distribute, disclose or disseminate any Confidential Information to any third party. The Buyer may disclose the Confidential Information to the Buyer's legal and accounting advisors, however, the Buyer's legal and accounting advisors shall be bound by all the terms of this Confidentiality Agreement.
2. Confidential Information shall mean the following proprietary information of the Seller and the Business: information regarding the business, customers, Trade Secrets (as defined by applicable law), financial information, asset and equipment lists, customer and prospective customer lists, lists of employees and employee salaries and wages, accounts receivable lists, vendors and vendors lists, financial and marketing plans, projections, proposals and all other documentation and information disclosed or made available to the Buyer by the Seller. The term Confidential Information does not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right of the Seller.
3. The Buyer will not interfere with the Business through the use of any of the Seller's Confidential Information, including but not limited to hiring of the Seller's employees or providing competitive goods or services to Seller's customers.
4. In the event that the Buyer does not consummate a purchase agreement with the Seller, the Buyer agrees to return all Confidential Information and all photocopies thereof to the Listing Broker immediately upon receipt of a request from either the Listing Broker, the Selling Broker or the Seller for the Confidential Information.
5. The Buyer acknowledges that the Selling Broker is solely responsible for introducing the Buyer to the Seller. The Buyer shall submit all correspondence, inquiries, negotiations and purchase offers relating to the Seller and the Business to the Selling Broker. The Buyer shall not, directly or indirectly, contact the Seller, its agents, employees, suppliers, customers and representatives.
6. The Buyer acknowledges that the Listing Broker is acting as the Seller's agent, has been retained by the Seller, and will be compensated by the Seller in accordance with a contract signed between the Seller and Listing Broker. The Buyer acknowledges that the Selling Broker is working under a separate agreement with the Listing Broker to facilitate the transaction. The Buyer acknowledges that neither the Listing Broker nor the Selling Broker is the agent of Buyer.
7. The Buyer acknowledges that the delivery of information ("Information") from the Seller to the Buyer is information which the Seller, its accountants or other representatives furnished to the Listing Broker and the Selling Broker, and that the Listing Broker and the Selling Broker have not verified or audited the Information. The Buyer acknowledges that it should exercise due diligence before making any decisions based upon the Information. The Buyer releases the Listing Broker and the Selling Broker, their agents and representatives, of any and all claims arising from or relating to the accuracy or completeness of the Information.
8. The Seller is an intended third party beneficiary of this Agreement.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. In the event of breach of this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys fees and expenses of litigation from the non-prevailing party. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings of the parties hereto relating to the subject matter hereof.

BUSINESS: _____ DATE: _____

LISTING BROKER: _____
Signature

BUYER: _____
Signature

Company

Print Name

Address

Address

City/State/Zip

City/State/Zip

Telephone

Telephone

SELLING BROKER: _____
Signature

Company

Selling Broker's Address

Telephone

City/State/Zip

