

BURNS REALTY GROUP

CONFIDENTIALITY AGREEMENT

1. THIS CONFIDENTIALITY AGREEMENT will confirm the mutual understanding between the undersigned prospective investor, principal, employee, officer or direct agent and the Realtor, who shall provide certain information which is either non-public or confidential in nature. All information furnished (irrespective of form of communication) is based solely on the following terms and conditions.
2. The undersigned agrees: (a) not to disclose any of the information given, either directly or indirectly, to third parties except direct support people, nor use or assist others to use any such information for competitive trade purposes, to circumvent Realtor in any transaction or directly contact the sellers (b) not to make copies of any of the material provided and to return all material of interest. The material and information furnished is believed to be reliable for the purpose of evaluating the business; and (c) not to contact the sellers of the business indicated below, directly or indirectly. All negotiations, inquiries, investigations, offers to purchase, and/or letters of intent must be made through Realtor.
3. Any breach of this Agreement, directly or indirectly, will be harmful to Realtor and the Company. In consideration for pertaining information it is understood the Company is the intended party and beneficiary whose rights are being protected. The Company may enforce the terms herein as if it were a party to the Agreement. The Company has representation or warranty is made as to the accuracy or completeness of the information provided by the sellers, its officers, directors, and Realtors.
4. No representation or warranty is made as to the accuracy or completeness of the information provided by the sellers, its officers, directors, or employees. The Realtor shall not have any liability as a result of furnishing the material or information.
5. The undersigned shall perform such due diligence investigation as deemed necessary at its own cost or expense in connection with any strategy for acquisition or business operation of the Company.
6. The undersigned agrees not to disclose the existence of these discussions or the identity of the Business to any other parties who might use this information to affect the business's position or reputation in the marketplace.
7. The undersigned acknowledges Realtor is an agent for the Seller and agrees that if prospective investor buys, leases, exchanges or comes into possession of businesses introduced by Realtor within two years from the date below, the investor will protect Realtor's right to collect a fee with the sellers as the sole procuring agent. The undersigned understands that if the prospective investor interferes in any way with any right to earned fees the prospective investor will be personally liable for payment of that fee for procurement.

The undersigned fully agrees and understands the terms of this Agreement and its contents and agrees to be bound by its terms and conditions herein. Please be advised that we are acting as the agent of the Company and have been authorized to enter into this Agreement on behalf of the Company. The undersigned further acknowledges receipt of a copy of this Agreement.

Agreed and accepted (date) \_\_\_\_\_

Business Introduced by Realtor:

by \_\_\_\_\_

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