

## BUYER CONFIDENTIALITY AGREEMENT

THIS BUYER CONFIDENTIALITY AGREEMENT (the "Agreement") is executed by the Buyer in consideration of Seller's providing to Buyer, its agents and representatives Confidential Information and Trade Secrets (as each is defined below) related to Seller and Seller's Business. Buyer hereby covenants and agrees as follows:

1. **Confidential Information.** For a period of two years from the date of this Agreement, Buyer will not, either directly or indirectly:
  - A. use the Confidential Information for any purpose other than evaluating the feasibility of purchasing the Business; or distribute, disclose or
  - B. disseminate any Confidential Information to any third party, except to Buyer's professional advisors (however, Buyer shall remain liable for any unauthorized use or disclosure of Confidential Information by such professional advisors).
2. **Trade Secrets.** For so long as information disclosed pursuant to this Agreement shall be deemed a Trade Secret under Georgia law, Buyer will not, either directly or indirectly use the Trade Secrets for any purpose other than evaluating the feasibility of purchasing the Business; or distribute, disclose or disseminate any Trade Secrets to any third party, except to Buyer's professional advisors (however, Buyer shall remain liable for any unauthorized use or disclosure of the Trade Secrets by such professional advisors).
3. **Interference with Business.** Buyer shall not, directly or indirectly, disparage or otherwise interfere with the Business for a period of two years from the date of this Agreement.
4. **Definitions.**

"Confidential Information" means all information disclosed or made available to Buyer regarding Seller and the Business, including all financial information, asset and equipment lists, customer and vendor lists, and employee information. Confidential Information does not include Seller information to the extent that such information:

  - (i) was, at the time of disclosure or thereafter becomes, generally available to the public other than by breach of this provision;
  - (ii) was in Buyer's possession prior to disclosure by Seller or Seller's representatives;
  - (iii) is acquired in good faith from a third party who obtained it lawfully and not under an obligation of secrecy; or
  - (iv) (was or is developed independently within Buyer's organization by personnel not having access to such information.

"Trade Secrets" means information disclosed to Buyer under this Agreement which rises to the level of a trade secret under the Georgia Trade Secret Act of 1990, as amended from time to time.

"Buyer" means the person or persons executing this Agreement and includes any entity controlled or under common control by the signatories, whether or not now in existence.

"Seller" means the owner or owners of the Business.

"Business" means the business identified in the signature block below.
5. **Reasonability of Restrictions.** Buyer expressly acknowledges and agrees that with respect to all restrictions on Buyer contained in this Agreement, (i) Buyer has read and understands the restrictions; (ii) the restrictions are reasonable to protect Seller's Business; (iii) Buyer is bound by and will adhere to the restrictions; and (iv) failure of Buyer to adhere to these restrictions will result in damages to Seller for which Buyer will be liable.
6. **Return of Confidential Information and Trade Secrets.** Buyer shall return all Confidential Information and Trade Secrets and all photocopies and electronic copies thereof to Selling Broker within fourteen days upon notification from Broker or immediately in the event that Buyer does not close on a purchase and sale of the Business.
7. **Communications.** Buyer shall direct or submit all communications, correspondence, inquiries, negotiations and purchase offers relating to Seller and the Business through Selling Broker. Buyer shall not, directly or indirectly, contact Seller, its agents, employees, suppliers, customers and representatives. Buyer shall not visit the business without the express permission of Listing Broker.
8. **Agency Disclosure.** Buyer acknowledges that Listing Broker (identified at the end of this agreement) is acting as Seller's agent only, has been retained by Seller, and will be compensated by Seller in accordance with an agreement between Seller and such Broker.
9. **No Warranties by Brokers.** Buyer acknowledges that the delivery of any information, including Confidential Information and Trade Secrets (collectively, the "Information") relating to the Business has not been verified or audited by either Listing Broker or Selling Broker, and Listing Broker and Selling Broker make no warranties or representations concerning the accuracy of the Information. Buyer acknowledges that Buyer has been advised to, and Buyer understands that Buyer should, exercise adequate due diligence, through its own independent investigation, before making any decisions relating to the Business. Buyer further acknowledges that it will not rely upon any statements or opinions of any kind of Listing Broker or Selling Broker, their respective agents, employees or representatives, in connection with the purchase and sale of the Business. Buyer releases Listing Broker and Selling Broker, their respective agents and representatives, of any and all claims arising from or relating to the accuracy or completeness of the Information.
10. **Miscellaneous.** Buyer acknowledges that Seller and Listing Broker are intended third party beneficiaries of this Agreement. Therefore, in the event of breach of this Agreement, Seller and Listing Broker shall be entitled to collect its expenses of litigation, including its reasonable attorneys' fees, from the defaulting party or parties. Buyer agrees that this Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and that venue for any such action shall be in the County in which the principal office of the Business is located. In addition to all remedies provided at law or in equity, Seller shall be entitled to seek a temporary restraining order and a temporary and permanent injunction to prevent a breach of this Agreement, without the requirement of posting a bond or other security. This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings of Buyer and Seller relating to the subject matter hereof. If Buyer is an entity, then the person signing on behalf of Buyer shall also be bound individually. For the purposes of this Agreement, Listing Broker is the Broker that has listed the Business for sale and Selling Broker is the Broker that will introduce Buyer to the Business. The parties acknowledge that the identity of Listing Broker may remain confidential prior to a entering into a purchase agreement for the sale of the Business.
11. **Severability.** It is expressly agreed that any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the fullest extent permitted under the applicable law.

12. **Survival.** This Agreement does not obligate Buyer to purchase the business or any of the assets of the business; however, the terms of this Agreement shall survive for the time periods set forth in this Agreement. In the event that Buyer purchases the business, this Agreement shall survive the closing, and in the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.
13. **Counterparts.** This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute the agreement of the parties, notwithstanding that each is not a signatory to the same counterpart. A counterpart may be delivered via telecopy, and the telecopy received will be deemed to be an original. Each party that has a copy of this Agreement with an original signature shall retain such copy in safe keeping and shall produce it upon request.
14. **Initial Disclosure of Confidential Information.** Buyer acknowledges that Buyer will furnish as appropriate Buyer Profile, Resume Personal or corporate net worth statement and or financial capability to purchase.
15. BUSINESS THAT PROSPECT IS INTERESTED IN SEEING: \_\_\_\_\_

BUYER (Print Name): \_\_\_\_\_ DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Address City/State/Zip

\_\_\_\_\_  
Phone Number email

\_\_\_\_\_  
Fax

LISTING BROKER:  
Gary Martin and Associates LLC  
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