

CONFIDENTIALITY AGREEMENT

I _____ (buyer) understand the Sokol & Associates (Broker) has a valid agreement with the Owners (seller) of the business and/or property listed below, whereby Broker has been retained, for agreed upon commission, to represent seller in the sale of the business. Buyer understands and acknowledges the broker is acting as the agent of the seller and the broker's primary duty it to represent the interests of the seller. I understand that if I interfere in any way with brokers contractual right to commissions from seller, I will be personally responsible for those commissions. It is understood and agreed that if I purchase business thru broker, I am not liable for commissions.

Business inquiring about: _____

In order to induce broker to furnish information regarding the above business, buyer understands, agrees, represents and warrants to broker and seller as follows:

- 1) Purchaser agrees to keep confidential all of the Documents and the information contained therein, whether written or oral, received from Owner and shall not permit the Documents nor the information contained therein to be discussed with or provided to any third party except to those parties who need access to the information for the exclusive purpose of evaluating a potential purchase of the Property by the Purchaser. Purchaser further agrees that it will not enter any of the information provided in or on the Documents into a data base or other computer file, disc, etc
- 2) Purchaser agrees that no portion of the Documents or the information contained therein shall be used in any way to detriment of the Owner or the Property, nor shall it be used by Purchaser other than in connection with evaluation of the Property for Purchaser's potential purchase thereof
- 3) Purchaser agrees that it will not contact any of the Property's employees or tenants regarding the sale of the Property or for any other purpose. Purchaser further agrees that it will not attempt to induce, either directly or through third parties, the Landlord or business owner, to enter into leases or purchase of business. All negotiations, inquiries, investigations, offers, or letter of intents must go thru Sokol & Associates.
- 4) Purchaser recognizes that irreparable injury may result to Owner and the Property if it breaches any provision of this Agreement, and agrees that if should engage, or allow any other person or entity to engage, in any act in violation of any provision hereof, the Owner shall be entitled to, in addition to such other remedies, damages and relief as may be available under applicable law, to equitable relief, including any injunction prohibiting it from engaging in any such act.
- 5) Purchaser understands that broker makes no representations or warranties about the documents provided by owner and shall have no liability to buyer for any misstatements, errors, or omissions in same. Sokol & Associates shall have no liability as result of supplying these materials.

Name: _____
 Address: _____
 Cell #: _____
 E Mail: _____

Signature: _____
 FAX BACK TO: 614-231-5510
 SCAN TO: R.SOKOL@HOTMAIL.COM