

# CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

Date: \_\_\_\_\_



2018 Printing

THIS AGREEMENT ("Agreement") is made on the date set forth above by and between \_\_\_\_\_  
("Potential Buyer"), \_\_\_\_\_ ("Selling Broker/Agent"), Kyeong Suk, Song  
("Listing Broker/Agent") and \_\_\_\_\_ ("Seller") with regard to the property and / or  
HOT WING AND FISH business ("Business") located at:  
\_\_\_\_\_  
COVINGTON, Georgia. ("Property")

For and in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Restriction on the Dissemination of Information.** Seller will only allow the information described in Exhibit "A" attached hereto and incorporated herein to be given to the Potential Buyer ("Recipient") and Selling Broker if they first agree to the terms of this Agreement.
- 2. Confidentiality.** Recipient and Selling Broker shall use the Information exclusively for the purpose of evaluating the possible purchase of the Property and/or Business and will not use or duplicate the Information for any other purpose. Recipient and Selling Broker shall keep the Information strictly confidential and shall not disclose them to any other party, provided, however, Recipient and Selling Broker may share the Information with Recipients' advisors, attorneys, accountants, consultants, bankers, or financial advisors (the "Associated Parties") to the extent such persons need to review the Information in order to provide Recipient with advice related to the contemplated acquisition. Recipient shall provide written notice to the Associated Parties of the confidential nature of the Information and cause the Associated Parties to keep the Information in strictest confidence and shall only use the Information in accordance with this Agreement. Notwithstanding anything to the contrary herein, the term "Information" shall not include materials and information that is or becomes available to the public generally (other than as a result of a breach of this Agreement, or any similar confidentiality agreement with another party). In the event Recipient and/or Selling Broker are required by any law, governmental regulation, court or legislative or administrative body to disclose any of the Information, Recipient and/or Selling Broker shall provide Listing Broker and Seller with notice of such requirement in order to afford them an opportunity to seek an appropriate protective order. However, if they are unable to obtain or do not seek such protective order and Recipient and/or Selling Broker are compelled to disclose the Information under pain of liability for contempt or other censure or penalty, disclosure of such Information may be made by the Recipient and/or Selling Broker without liability.
- 3. Return of Information.** Recipient and Selling Broker shall promptly either destroy the Information or return it to Listing Broker (and all copies thereof), without retaining any copies thereof, in the event of the occurrence of any of the following: (a) Recipient elects not to proceed with the contemplated transaction; or (b) upon Broker's or Owner's request.
- 4. No Disclosure.** Recipient and Selling Broker shall not disclose the existence of this Agreement, the fact that discussions are taking place regarding the Contemplated Transaction or any of the terms thereof, or conduct any discussions or inquiries relating to the contemplated transaction with any other person or entity, except as may be expressly permitted herein.
- 5. No Warranties.** Owner and Listing Broker do not make any representations or warranties of any nature, express or implied, with respect to the accuracy, completeness, or content of the Information or that actual results will conform to any projections contained therein.
- 6. Indemnification of Recipient.** Recipient hereby agrees to indemnify and hold harmless Owner and Listing Broker against any and all costs, losses, liabilities, or expenses, including reasonable attorneys fees actually incurred, arising from any breach of this Agreement by Recipient.
- 7. Indemnification of Selling Broker.** Selling Broker hereby agrees to indemnify and hold harmless Owner and Listing Broker against any and all costs, losses, liabilities, or expenses, including reasonable attorneys fees actually incurred, arising from any breach of this Agreement by Selling Broker.

8. **Notices**. Any notice required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or courier or overnight courier service to the person to whom notice is directed, or electronically, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is delivered, or if sent by courier or overnight courier, when it is delivered or if sent by e-mail when it is transmitted provided it is sent to the e-mail address of the party to whom it is intended to be sent set forth herein. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth in the signature section of this Agreement. Such addresses may be changed by either party by designating the change of address to the other parties hereto.
9. **Georgia Law**. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.
10. **Parties Hereto**. If a party referenced in this Agreement does not sign this Agreement, the Agreement shall be fully enforceable by and between those parties signing this Agreement.
11. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
12. **Third-Party Beneficiary**. If Seller is not a party to this Agreement, Seller shall be an intended third-party beneficiary of this Agreement and shall be entitled to the benefits provided herein, including the right to enforce applicable provisions hereof.
13. **Time**. Time is of the essence with regard to this Agreement.

**Buyer Acceptance and Contact Information**

**1 Buyer's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_

Buyer's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_

**2 Buyer's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_

Buyer's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_

Additional Signature Page (F149)  is  is not attached.

**Selling Broker/Affiliated Licensee Contact Information**

Selling Brokerage Firm \_\_\_\_\_

Broker/Affiliated Licensee Signature \_\_\_\_\_ Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Licensee's E-mail Address \_\_\_\_\_

REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_  
\_\_\_\_\_

Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

**Seller Acceptance and Contact Information**

**1 Seller's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_

Seller's Phone Number:  Cell  Home  Work

Seller's E-mail Address \_\_\_\_\_

**2 Seller's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_

Seller's Phone Number:  Cell  Home  Work

Seller's E-mail Address \_\_\_\_\_

Additional Signature Page (F149)  is  is not attached.

**Listing Broker/Affiliated Licensee Contact Information**

Listing Broker Firm \_\_\_\_\_

Broker/Affiliated Licensee Signature \_\_\_\_\_ Date \_\_\_\_\_

Kyeong Suk, Song \_\_\_\_\_ 360999 \_\_\_\_\_  
Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

404-402-1959 \_\_\_\_\_  
Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

davidkssong@gmail.com \_\_\_\_\_  
Licensee's Email Address \_\_\_\_\_

NAMAR \_\_\_\_\_  
REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_  
\_\_\_\_\_

Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_