



## BUYER CONFIDENTIALITY AGREEMENT

THIS BUYER CONFIDENTIALITY AGREEMENT (the "Agreement") is executed by the Buyer in consideration of Seller 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
  - B. distribute, disclose or 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,:
  - A. use the Trade Secrets for any purpose other than evaluating the feasibility of purchasing the Business; or
  - B. 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.**
  - A. "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.
  - B. "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.
  - C. "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.
  - D. "Seller" means the owner or owners of the Business.
  - E. "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. Buyer further acknowledges that Selling Broker is: (Buyer to initial one selection)

Mark Buyer Initial Selection

- Listing Broker and represents only Seller and, for purposes of this Agreement, is considered to be both Listing Broker and Selling Broker but does not represent Buyer under any agency relationship agreement. Buyer acknowledges and agrees that Buyer is solely responsible for protecting Buyer's interests, and that Listing Broker's role is limited to performing ministerial acts for Buyer.
- Buyer's Agent, representing Buyer in this transaction only, and shall be compensated by (check one box below):
  - Listing Broker pursuant to a separate agreement between Listing Broker and Selling Broker.
  - Buyer pursuant to a separate agreement between Buyer and Selling Broker.
- Transactional Broker and does not have any agency relationship with either Buyer or Seller, will perform ministerial acts only, will not provide advice to either party and shall be compensated under a separate agreement.
- Dual Agency or Designated Agency – See Dual Agency/Designated Agency Disclosure Addendum which is completed and attached, and its terms are incorporated into and are a part of this agreement.

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

