

# Atlanta Restaurant Exchange

# Confidentiality Agreement

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under trade secret laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as and includes: \_\_\_\_\_

Business information relating to ideas, patentable ideas, trade secrets, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law.

3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.

4. It is further understood that this document is designed to protect the subject property from unnecessary public exposure regarding its sale and or transfer of ownership. Additionally the recipient agrees to protect the integrity of the business and its continuing viability both with its customers and staff by agreeing to follow the following guidelines surrounding inspections and communication within or in the vicinity of the business premises. Such agreement shall be indicated by initialing in the appropriate space:

\_\_\_\_\_ I as the potential buyer agree to NEVER take photographs of the restaurant without prior consent of the seller and/or broker,

\_\_\_\_\_ I as the potential buyer agree to NEVER have any open dialog or conversation with any of the seller's employees (other than conversation in placing and/or picking up an order) without the prior consent of the seller and/or broker,

\_\_\_\_\_ I as the potential buyer agree to NEVER go into or peer into non-public areas of the seller's property or act/ behave in a manner that would lead someone to believe I could be a potential buyer without the prior consent of the seller and/or broker,

\_\_\_\_\_ I as the potential buyer agree to NEVER go to the seller's property before or after hours without prior consent of the seller and/or broker.

5. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

6. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name(s): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Property Disclosed by \_\_\_\_\_