

M. B. A. Realty, Inc.
9900 Boundary Lane Parma, Ohio 44130-5217

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SPECIALIZING IN ~ BUSINESS BROKERAGE ~ COMMERCIAL REAL ESTATE

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

In connection with our evaluation of a potential acquisition of the business listed by M. B. A. Realty, Inc. BUSINESS NAME _____, The undersigned agrees as follows:

1. All information will be kept confidential and will not, without the Company's prior written consent, be disclosed by us or our Representatives and will not be used by us or our Representatives, directly or indirectly, for any purpose other than evaluating the acquisition of the Company. The information provided by M. B. A. Realty, Inc. on behalf of the Company is either nonpublic, confidential or proprietary in nature, and may include written information, information transferred orally, visually, electronically or by any other means. Moreover, we agree to transmit the Information only to those Representatives who need to know the information for the purposes of evaluating the acquisition of said Company. We will be responsible for any breach of this Agreement by our Representatives and we agree, at our sole expense, to take all reasonable measures to restrain our representatives from unauthorized disclosure or use of the information.
2. Without the Company's prior written consent, we and our Representatives will not disclose to any other person that the Information has been made available to us, or that discussions are taking place concerning any possible acquisition of the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, except as required by law and then only with prior written notice as soon as possible to the Company. The term " person " as used in this letter shall be interpreted to include, without limitation, any corporation, company, group, partnership or individual.
3. It is the prospective Purchasers obligation to return all written Information that was provided and all copies thereof, without retaining any copies within thirty days of receipt of said information. In any event, if for any reason *we elect not to proceed with an acquisition of the Company, we shall return all written Information and all copies thereof.*
4. We understand that the Company has endeavored to include in the Information those materials which are believed to be relevant for the purpose of our evaluation, but we acknowledge that neither the Company nor M. B. A. Realty, Inc. make any representation or warranty as to the accuracy or completeness of the Information. We agree that the Company, M. B. A. Realty, or its agents shall not have any liability to the prospective purchaser as a result of the use of the Information.
4. In the event that we or anyone to whom we transmit the Information pursuant to this Agreement become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to discuss any of the Information, we will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement and we will cooperate with the Company in any effort undertaken to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of this Agreement, we will furnish only that portion of the Information which is legally required and will exercise our best effort to obtain reliable assurance that confidential treatment will be accorded the Information.
6. We agree that the Company shall be entitled to equitable relief, in the event of any breach of the

provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by us or our Representatives but shall be in addition to all other remedies available by law or equity.

7. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

8. In the event any court shall determine that any provision of this Agreement is invalid, such determination shall not affect the validity of any other provisions of this Agreement which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

9. The provisions relating to confidentiality in this Agreement shall terminate on the earlier of (1) the date any such acquisition by us of the Company is consummated, or (2) five years (5 years) from the date hereof. This agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed within Ohio.

10. As potential purchasers of the Company you agree to structure the final transaction to assure that M. B. A. Realty, Inc's accomplishment fees are properly provided for in the purchase and sale documents and complied with at closing within five years of the signing of this confidentiality statement, even if at the time you make the offer, the listing agreement has expired with the SELLER. In the event that the Seller Company does not pay the accomplishment fee, the Purchaser agrees to pay said fee and will be obligated to do so.

11. By signing this Agreement, you hereby acknowledge that you are relying solely on your own inspection of the Company and the representations of the Owners. M. B. A. Realty, Inc. has not verified, and will not verify, the representations of the Owners. Should any such representations be untrue, you agree to look solely to the Owners for relief and to indemnify M. B. A. Realty, Inc. and to hold M. B. A. Realty harmless in connection with all loses or damages caused you thereby. In the event that I/We breach this agreement I/We agree to pay all damages including attorney fees incurred by said breach to the SELLER or BROKER, whichever incurred said loss.

Agreed to and Accepted:

Signature **Date**

Printed Name

Company Name

Phone

Address

City / State / Zip

E-mail address