

**LETTER OF CONFIDENTIALITY**

**THE UNDERSIGNED, \_\_\_\_\_ AND ANY AFFILIATED COMPANIES,** hereby certifies that any and all information with respect to any business entity disclosed to him by Coldwell Banker Commercial-Orion, hereafter referred to as CBC-O, or any of its agents, for the purpose of considering such businesses for purchase, will be kept strictly confidential. This information will remain the property of the Selling Company and will be kept in our possession and will not be disclosed to any party outside of our organization without the prior written approval of CBC-O. Upon completion of the information review, all materials furnished to us will be returned to CBC-O upon request.

**WE FURTHER AGREE,** that CBC-O is not liable for errors, omissions or misrepresentations in passing on information which it has received in good faith from any Seller.

**IN CONSIDERATION OF** CBC-O introducing us to businesses for sale, we agree that if we should make an agreement to purchase a business introduced to us by CBC-O within 24 months of the information being furnished to us, we shall make such purchase through CBC-O.

**WHEREAS,** the disclosure of financial information is necessary to evaluate the purchase of a business.

**WHEREAS,** the Seller needs certain assurances from the Buyer that they will not disclose such information to outside parties or use such information in any way which will adversely affect the Seller.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

- 1.) Any confidential information received or learned by the undersigned relative to the operation of the Seller, shall be deemed the exclusive property of the Seller and shall remain the exclusive property of the Seller.
- 2.) The undersigned is authorized to receive confidential information upon the execution of this agreement. The undersigned also agrees that it will use such information for the sole purpose of evaluating the business of the Seller and will not use the information in any way that would be detrimental to the Seller. The undersigned also agrees to use the same degree of care to avoid disclosure of such information as it employs with respect to its own proprietary information of like importance.
- 3.) This agreement shall be construed according to the laws of the State of Minnesota.
- 4.) Upon receipt of an executed copy of this Agreement, CBC-O will provide to the undersigned any and all information necessary to evaluate the purchase of the business described below.
- 5.) It is understood and agreed the undersigned will not make any contact with the Seller or his employees or enter upon the premises at any time without being accompanied by an agent of CBC-Orion.

**THE COVENANTS CONTAINED IN THIS AGREEMENT MAY BE ENFORCED THROUGH COURT INJUNCTION OR RESTRAINING ORDER, IN ADDITION TO WHATEVER OTHER REMEDIES ARE AVAILABLE AT LAW.**

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

Address \_\_\_\_\_ Phone: \_\_\_\_\_

This Letter of Confidentiality applies to the following business:

\_\_\_\_\_