
CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** (the “**Agreement**”) is made as of this _____ day of _____, 2010 by and between the undersigned (“**Client**”) and **Creative Business Brokers** a Wisconsin corporation with its principal place of business at 126 Pine St., Suite 301, Green Bay, WI 54301 (“**Creative**”).

Whereas, Client and Creative are conducting discussions concerning the possible acquisition by Client of the business/real estate described in the listing contract between Seller and Creative (which such business/real estate shall be sometimes referred to herein as the “**Business**”) and, in connection with such discussions and Client’s evaluation of the possible acquisition of the Business (together, the “**Permitted Use**”), Creative shall disclose to Client certain financial and other business information, in written and oral form, concerning the condition and operations of the Business (any such information disclosed to Client, together with any other information concerning the Business that has already been disclosed to Client, shall hereinafter be referred to as the “**Confidential Information**”); and

Whereas, the parties wish to set forth in this Agreement their agreements concerning the use and protection of the Confidential Information and certain other matters with respect to the Permitted Use.

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Creative hereby agree that:

1. **Mutual Obligations.** Creative and Client shall hold in strict confidence, and shall not disclose to any third person(s) (which term as used in the Agreement shall be broadly interpreted to include without limitation any corporation, company, group, partnership, agency, or individual), the fact:

- (a) that the Confidential Information has been disclosed to Client;
- (b) that Client is considering an acquisition of the Business; and/or
- (c) that discussions in connection with the Permitted Use are taking place.

2. **The Confidential Information**

(a) Client shall hold in strict confidence, and shall not disclose to any third person(s), all of the Confidential Information in accordance with the terms of this Agreement.

(b) Client shall: (i) use the Confidential Information only in connection with the Permitted Use; and (ii) disclose the Confidential Information only to Client’s employees, attorneys, accountants, investment bankers, agents, and/or representatives as reasonably necessary in connection with the Permitted Use. It is Client’s responsibility to ensure that any such persons shall, prior to being provided with any or all of the Confidential Information, agree to be bound by the terms of the Agreement.

(c) Upon written request by Creative, Client shall promptly return to Creative all of the Confidential Information, together with all copies, summaries and extracts of all documents included within the Confidential Information, without retaining any copy thereof.

(d) Creative shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Confidential Information.

(e) Client shall assume the liability for all damages, loss, cost, or expense which result from (i) the unauthorized disclosure of the Confidential Information by Client to third parties or entities, or (ii) the use of the Confidential Information by any person or entity other than Creative or the Business, caused by the unauthorized disclosure or dissemination of same by any employees, agents, or contractors of Client.

3. **Acknowledgement.** The Confidential Information is proprietary to Creative and the Business. Any disclosure or unauthorized use thereof may cause irreparable harm and loss to Creative and/or the Business; further, it shall be difficult or impossible to measure in money the damages that may accrue to Creative and/or the Business by reason of any such disclosure or unauthorized use. Therefore, in addition to any other remedies or damages available to Creative or the Business, Creative and/or the Business shall be entitled to an injunction restraining further violation of this Agreement if Client violated any of the terms and conditions of this Agreement.

4. Miscellaneous

(a) The foregoing obligations of Client shall not apply to the extent that the Confidential Information or any other information covered by this Agreement: (i) was or is in the public domain; (ii) was in fact known to Client prior to disclosure by Creative; (iii) is disclosed or furnished to Client by a third party (other than officers, directors, employees, and agents of Creative) after disclosure by Creative; or (iv) thereafter, through an act or failure to act on the part of Creative, becomes information generally available to the public.

(b) Nothing in this Agreement shall obligate either Client or Creative to enter into any further agreement. Further, Creative makes no warranty as to the accuracy or completeness of the Confidential Information.

(c) This Agreement shall remain in effect for (i) two years from date, or (ii) any other date that has been mutually agreed upon in writing.

(d) This Agreement shall be constructed and interpreted in accordance with the laws of the State of Wisconsin.

(e) The obligations of Client under this Agreement shall extend to and shall bind all parties, predecessors, subsidiaries, affiliates, successors, or assigns of Client.

In witness whereof, the parties have caused this Agreement to be duly executed as of the day and year first written above.

- I am a licensed real estate sales person or real estate broker
- I am not a licensed real estate sales person or real estate broker

The undersigned hereby acknowledges and agrees to the above.

Print Name	Title	Company	
Address	City	State	Zip
Home Phone	Business Phone	Fax	Cell
Signature	Date	E-Mail	

The best time to reach me with more information is _____ AM _____ PM

The best number is: _____

Targeted Industries

- Agriculture Recreation/Entertainment Construction Petroleum Hospitality
- Manufacturing Wholesale/Distribution Retail Service
- Other _____

Describe specific acquisition and/or investment criteria: _____

