

This Agreement is between _____, prospective seller of the real property and/or business located at _____ (herein "Seller") on one hand and _____ (prospective purchasing entity), its members, shareholders, officers, along with their real estate salespeople and brokers _____ (identify agents/brokers) (herein, collectively, "Prospective Buyer") on the other. Seller and Prospective Buyer are collectively the "Parties" herein.

This Agreement is effective on the date signed by Prospective Buyer.

WHEREAS, Seller wishes to sell its real estate and/or business and/or assets (or some combination thereof), and Prospective Buyer wishes to investigate Seller and its operations in connection with a potential purchase of same, in whole or part; and

WHEREAS, the Parties wish to keep Seller's financial and business information confidential;

THEREFORE, the Parties, in consideration of the promises exchanged herein agree as follows:

1. Prospective Buyer shall keep all financial and business information of Seller, whether provided to Prospective Buyer by Seller and/or its real estate brokers and salespeople, or whether learned of or discovered by Prospective Buyer in the course of investigating a possible purchase as referenced herein (the "Confidential Information") strictly confidential. Prospective Buyer shall not share, divulge, discuss or reference Seller's Confidential Information with and/or to non-parties under any circumstances. In the event no purchase is consummated, Prospective Buyer agrees to return the Confidential Information to Seller and not otherwise share or divulge Seller's Confidential Information; alternatively, Prospective Buyer warrants that all such information shall be shredded, deleted, destroyed and in no manner retained if no purchase is consummated. Should it become necessary for Prospective Buyer to provide Seller's Confidential Information to any financial institution or lender/investor in connection with obtaining financing for any transaction between the Parties, Prospective Buyer shall:

- A. Obtain Seller's consent in writing (email being sufficient for such purposes);
- B. Obtain that financial institution's/lender's/investor's written agreement to be bound hereby, or bound by a confidentiality agreement of substantially similar terms; and
- C. Use best efforts to ensure that Seller's Confidential Information is shared only with individuals and/or entities necessary to effectuate any transaction between the Parties, and no others.

2. Jurisdiction and venue for any disputes hereunder shall be in the State of Michigan and the courts of _____ County (wherever Seller resides).

3. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, and all of which shall be construed as part of the single instrument. Execution of a facsimile or electronically transmitted counterpart of this Agreement shall be deemed execution of the original Agreement. Facsimile or electronic transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement.

4. Additional notes, _____

Prospective **Purchaser** – Print Legal Name

Prospective Purchaser – Signature & Date

Prospective **Purchaser** – Print Legal Name

Prospective Purchaser – Signature & Date

Prospective Purchaser **Agent** – Print Legal Name

Prospective Purchaser Agent – Signature & Date

Prospective Purchaser **Broker** – Print Legal Name

Prospective Purchaser Broker – Signature & Date

Seller – Print Legal Name

Seller – Signature & Date

Seller – Print Legal Name

Seller – Signature & Date

Witness – Print Legal Name

Witness – Signature & Date