



## BROKER CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Contact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Re: Release of Confidential Information

Dear \_\_\_\_\_:

As we discussed, I would like to review information regarding your business, some of which you may consider confidential, in order to review your company and its prospects for sale. Any information that you provide to me will be subject to the following terms, until such time as we enter into an agreement to list:

\_\_\_\_\_,  
hereinafter referred to as "Company", for sale.

Until the first to occur of (i) two (2) years from the date of this letter or (ii) the entering into of an agreement to list the Company for sale (at which time it will be necessary to release information to third parties in connection with the marketing of the Company), I will keep all information that you provide to me confidential other than information that: (i) was, at the time of disclosure, or thereafter becomes, generally available to the public other than by breach of this agreement; (ii) was in my possession prior to disclosure by you or your representatives; (iii) is acquired in good faith from a third party who obtained it lawfully and not under an obligation of secrecy; or (iv) was or is developed independently within my organization by personnel not having access to such information. (Please note that without the above exceptions, the agreement might be considered overbroad and unenforceable.)

I also will not use this information for any purpose other than reviewing the Company and its prospects for sale. I may, however, disclose it to other employees of my company and our advisors if such persons agree to be bound by these obligations of confidentiality. If we enter into an agreement to list the Company for sale, we will need to make new and different arrangements regarding the disclosure of the Company's information to third parties.

It is possible that I could also be required to disclose information that you provide to me in connection with a civil or criminal legal proceeding, or a government regulatory action, but I will give you prompt notice of such an event so that you may attempt to seek a protective order if you wish.

At any time prior to the execution of an agreement to list the Company for sale, I will return all confidential information that you provide to me upon your request.

This letter constitutes the entire agreement and understanding between us regarding the subject matter addressed, and supersedes and replaces any prior agreements or understandings, whether oral or written. The provisions of this agreement may be waived or amended only by the written consent of both parties.

I am pleased to have this opportunity to work with you. If you have any questions concerning any of the matters covered by this letter, please let me know.

Sincerely,

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Signature of Agent authorized to sign for Brokerage Firm

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Name of Agent

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Ga Real Estate License No.

### **Brokerage Firm and Agent Information**

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Brokerage Firm's Name

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Brokerage Firm's License Number

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Brokerage Firm's Street Address

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Brokerage Firm's City, State, Zip

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Agent's Telephone

Fax

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Agent's Email