



Confidentiality Agreement

**THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF CERTAIN INFORMATION FROM MAJESTIC PROPERTIES REGARDING THE FOLLOWING CLIENT AND CLIENT'S BUSINESS AND/OR PROPERTY:**

**Client:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

The undersigned acknowledges that said information, including the identity of said business or property and its ownership, is in all respects of a confidential nature and that any disclosure or use of said information by the undersigned, except for the express purpose of evaluation for the intent of purchase or merger, may cause serious harm or damage to the business or property, its owner, and Majestic Properties. Therefore, the undersigned agrees not to use said information for any purpose other than that express purpose. The undersigned agrees to take steps necessary to ensure said information shall not be disclosed or revealed to any outside sources without the prior written consent of Majestic Properties. Any unauthorized disclosure will constitute a material breach by the undersigned of this confidentiality agreement, and the undersigned agrees to indemnify Majestic Properties and its client from and against any damage caused by any authorized use or disclosure of any such confidential information. The undersigned further agrees that, given the potential of irreparable harm to Majestic Properties and its client by any such unauthorized use or disclosure, either Majestic Property or its client shall be entitled to an injunction, without the necessity of posting a bond, from any court of competent jurisdiction to restrain the undersigned and any of his agents or employees from committing or continuing a violation of this agreement.

The undersigned agrees to return all information regarding the business or property upon conclusion of due diligence or upon request by Majestic Properties, whichever occurs first, and to retain no copies of the same in any form.

Majestic Properties makes no representations or warranty as to the accuracy or completeness of the information being furnished. All such information has been supplied by the client or has been obtained from the sources we believe to be reliable. The undersigned acknowledges that it is his sole responsibility to perform a due diligence review prior to the acquisition or merger of the client's business or property.

\_\_\_\_\_  
**Brokerage Company**      Date:

\_\_\_\_\_  
Prospective Purchaser      Date:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_