

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into this day of ,

by and between

located at (hereinafter “Recipient”) and Coldwell Banker Commercial Schmidt Family of Companies and/or it’s client(s), located at Cleveland, OH (hereinafter “Discloser(s)”).

WHEREAS Discloser possesses certain ideas and information relating to the business and/or real estate listed as (fill-in site, ad# and name and address of property/business if known):

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that is confidential and proprietary to Discloser(s) (hereinafter “Confidential Information”);; and

WHEREAS Recipient is willing to receive disclosure of the Confidential Information, pursuant to the terms of this Agreement for the purpose of Evaluating the opportunity to purchase the business and/or real estate.

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NOWTHEREFORE in consideration for the mutual undertakings of Discloser and Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Recipient agrees to receive the Confidential Information.
2. Confidentiality.
   1. No Use. Recipient agrees not to use the Confidential Information in any way, other than the purpose set forth above.
   2. No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or other associates having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.
   3. Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and Recipient shall have no obligation with respect to such in Information where the Information:
   1. was known to Recipient prior to receiving any of the Confidential Information from Discloser;;
   2. has become publicly known through no wrongful act of Recipient;;
   3. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Information;;
   4. was independently developed by Recipient without use of the Confidential Information;; or
   5. was ordered to be publicly released by the requirement of a government agency and/or court.
4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. Term and Termination. The obligations of this Agreement shall continue until FIVE

years from the date of this Agreement.

1. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its/their successors, assigns, and/or other personal representatives;; and (b) Recipient, its/their successors, assigns, and/or other personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

DISCLOSER RECIPIENT

Signed: Print Name: Richard Gardner, CBI, MBA Title: Director, Business Brokerage & CRE Date:

Signed: Print Name: Title: Date: