

CONFIDENTIALITY AGREEMENT

TO: RMS and Company (RMS); Acting as Agent for the Seller

Based on the information provided, I am requesting additional information on your business listing _____ (“Company”). I understand and agree that the information requested is of a highly confidential nature and, as such, I agree as follows:

1. “Confidential Information” shall mean all technical and business information disclosed by the parties to each other, whether orally or in writing (the information). “Confidential Information” shall not include information which (a) was already rightfully known to the receiving party without an obligation of confidentiality prior to the time it was disclosed hereunder; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (c) has been rightfully received from a third party not under obligation of confidentiality to the disclosing party and without breach of this Agreement. Confidential information shall also be deemed to include the fact that Seller is considering selling its business.
2. I agree to hold the confidential information in strict confidence and not disclose the confidential information either directly or indirectly, to any third party other than my employees or agents (who have a need to know and who have been instructed concerning the restrictions on use and disclosure of the confidential information) or to the third parties (who also have a need to know and who also have been so instructed) as are necessary to assess the prospective purchase of business or to complete the same; or to use it for any reason other than the purpose described as referenced above. Each party shall be responsible for any acts or omissions of its officers, directors, partners, owners, affiliates, employees, agents or such third parties with respect to confidential information.
3. Upon the completion or abandonment of discussion between the parties, or upon the written request of the disclosing party at any time, the receiving party shall immediately destroy or return to the disclosing party all copies of any tangible items representing the disclosing party’s Confidential Information. This agreement shall be binding and fully enforceable from the date hereof and for a period of two (2) years from that date.
4. I acknowledge that any breach of this Agreement, directly or indirectly, shall be deemed irreparably harmful to RMS and Seller, and that all remedies at law or equity will be available to RMS and Seller for any such breach. I agree that this Agreement will be governed by the laws of the State of Texas.
5. It is understood that the Seller is the intended party and beneficiary whose rights are being protected and may enforce the terms of this agreement as if it were a party to this agreement.
6. The undersigned acknowledges the responsibility to perform a due diligence review at its own expense prior to any acquisition.

Agreed and accepted this _____ day of _____ 20__.

Signature (OFFICIER OF COMPANY)

Typed / Printed Name of Company

Typed/Printed Name of Signatory

Street Address

Officer Title

City, State, Zip code

Phone No.

FAX No.

E-mail

Please complete the above and mail or FAX to:

Robin Stanaland

RMS and Company
281-664-9044 FAX
Robin@rmsandcompany.com
www.RMSandCompany.com
281-352-6044 Phone
