

Hilda W. Allen Real Estate, Inc.
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**CONFIDENTIALITY / NON-CIRCUMVENTION
NON-DISCLOSURE AGREEMENT & BUYER'S PROFILE**

THIS AGREEMENT is made and entered into by and between Hilda W. Allen Real Estate, Inc. as Agent for the Seller "Seller" and _____ "Potential Purchaser" and shall become effective when executed by authorized representatives of both parties.

A. Commencing with discussions held between their respective representatives beginning _____, the parties have pursued and expect to continue to pursue discussions and negotiations (the "Discussions") relating to the potential purchase of _____ (the "Property").

B. In the course of Discussions, Seller (or its Broker, Hilda W. Allen Real Estate, Inc.) has disclosed to Potential Purchaser and may continue to disclose to Potential Purchaser certain information regarding the Seller and/or subject Property of proprietary and confidential nature ("Confidential Information").

C. Seller will provide to Potential Purchaser certain printed, typed and handwritten materials and other tangible materials containing or relating to Confidential Information ("Documentation").

In order to protect the Confidential Information, both during the term of the Discussions and after their expiration or termination, Potential Purchaser agrees as follows:

1. Potential Purchaser shall maintain the Confidential Information of _____ in strictest confidence and shall not disclose to any third party any Confidential Information received from the other party, except as permitted below. In addition, Potential Purchaser shall use its best efforts to ensure that its officers, employees and agents likewise maintain the Seller's Confidential Information in strictest confidence and that such persons do not disclose such Confidential Information to any other party. Potential Purchaser shall not have the right to use, duplicate, reproduce, copy, distribute or disseminate Confidential Information except for purpose of the Discussions as needed.

2. Potential Purchaser agrees to limit access to Confidential Information received from the Seller and/or Broker to its own officers, employees, agents, financial and legal advisors and other representatives on the absolute need-to-know basis solely for the purpose of the Discussions, and to use the same degree of care in preserving the secrecy of the Confidential Information furnished by the Seller and/or Broker as it uses in preserving the secrecy of its own Confidential Information.

3. Potential Purchaser and Potential Purchaser's owners, officers, directors, employees, agents and/or assigns, agree not to directly or indirectly, enter into any agreement association, partnership, or other arrangement with the seller, or any affiliate of the Seller, for the purpose of acquiring the Property, or any interest therein, without first obtaining the express written permission of Hilda W. Allen Real Estate, Inc.

4. Notwithstanding the conclusion or termination of the Discussions, Potential Purchaser shall continue to fulfill its obligations hereunder for a period of three (3) years from the date of disclosure. Upon termination of the Discussions and the written request of Seller or Broker, all Confidential Information, including all forms of Documentation shall be returned to the Broker, including any copies or adaptations made by the receiving party.

5. The obligation of Potential Purchaser under Paragraphs 1 and 2 above shall not apply or shall cease to apply to any information was (a) in the possession of Potential Purchaser at the time it was first

disclosed by the Seller and/or Broker; (b) was in the public domain at the time it was disclosed to Potential Purchaser; (c) entered the public domain through sources independent of Potential Purchaser and through no fault of Potential Purchaser; (d) was lawfully obtained by Potential Purchaser from a third party who is free to disclose such information to Potential Purchaser; (e) to have been at any time developed by Potential Purchaser independently of any disclosure from the Seller; (f) has been in the possession of Potential Purchaser for more than five (5) years, or (g) is disclosed by Potential Purchaser as regarded by law.

6. Potential Purchaser shall not have any right to register any copyright, trademark, service mark or corporate name based upon Confidential Information or otherwise register or claim any right to use any Confidential Information disclosed to it by the Seller and/or Hilda W. Allen Real Estate, Inc. without the express written consent of Seller and Broker. Nothing herein, and no disclosure of Confidential Information or Documentation pursuant hereto, shall be deemed a grant to Potential Purchaser, whether by implication, estoppels or otherwise, of any right or license under any industrial property right of the Seller.

7. The Discussions shall continue until the date on which an Agreement shall have been concluded or the date on which either party shall have given written notice to the other of termination of the Discussions. All obligations of the parties hereunder shall survive any termination of the Discussions for the period set forth in Section 3 hereof.

8. Each party acknowledges and agrees that the unauthorized disclosure or use of Confidential Information disclosed to it by the other party or any other breach of its obligations will result in irreparable injury to the party which furnished the Confidential Information. Therefore, each party agrees that the injured party shall be entitled to seek injunctive relief in any legal proceeding instituted by such injured party.

D. **Further contacts with the Seller (non-Circumvention).** Potential Purchaser agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly the Seller or any officers, directors, shareholders, consultants, attorneys, employees, agents, bankers, or other affiliates of the Seller, unless such approval is specifically granted in written form by Broker, Hilda W. Allen Real Estate, Inc., on a case-by-case basis. Potential Purchaser further agrees not to undertake any transaction or a series of transactions of any kind with the Seller or any officers, directors, shareholders, consultants, attorneys, employees, agents, bankers or other affiliates of the Seller without the express prior written agreement of Broker, Hilda W. Allen Real Estate, Inc., which agreement may be withheld in Broker's sole discretion.

E. In the event of either direct or indirect Circumvention or Disclosure of names in this Transaction and Contract, if proven to be intentional and commissions have been lost, the aggrieved and Circumvented Party will be entitled to monetary compensation by Seller and/or Purchaser equal to the maximum commission it would realize from such a transaction, plus expenses, including, but not limited to legal expenses that may later be incurred while attempting to recover lost commission.

F. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of _____, USA.

G. **Survival.** If for any reason any provision of this Agreement shall be held invalid, its invalidity shall not effect any other provision of this Agreement that can be given effect without the invalid provision.

H. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

By signing this Confidentiality/Non-Circumvention Non-Disclosure Agreement and Buyer's Profile, you are agreeing that all correspondence, transactions, and agreements will be through Hilda W. Allen Real Estate, Inc.

The undersigned further represents that he/she has the full right and authority to enter into this agreement and bind the recipients thereto.

