



Myrtle Beach  
Commercial Real Estate  
Central Park Place  
4717 Jenn Drive Suite 101. Myrtle Beach, SC 29577  
(843) 839-1942- office (843) 839-1959-Fax

#### CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010 between Myrtle Beach Commercial Real Estate (Broker) and \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer). In connection with the Buyer's consideration of a possible transaction to acquire \_\_\_\_\_ (Property), all parties' names above agree to the following terms and conditions:

- 1. Genuine Business Interest.** Buyer is genuinely interested in pursuing and possibly purchasing a potential business arrangement proposed for discussion with the Seller.
- 2. Permitted Use.** Buyer will use the confidential information solely for purposes of evaluating the business of the Seller.
- 3. Confidentiality.** Buyer and Seller both acknowledge that all information and materials furnished from the Broker concerning the above referenced Property is confidential and may not be used for any purpose other than evaluation. Access to any information furnished by the Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the Property listed above.
- 4. Nondisclosure.** Seller, Buyer and Broker all agree not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property or Business or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
- 5. Discretion.** Buyer agrees not to contact the Property or Business owner, employees, suppliers, or customers except through Broker. Buyer further agrees not to circumvent or interfere with Broker's written contract or verbal agreement with Seller in any way.
- 6. Binding Effect.** This agreement shall be governed and construed in accordance with the laws of the State of South Carolina and shall survive the closing of any Agreement between Buyer and Seller for a period of one year from the date of said closing. The word "Closing" shall include notification of non-interest on the part of Buyer as well any successful transaction between Buyer and Seller.
- 7. Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, call costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.

**8. Warranty.** Myrtle Beach Commercial Real Estate and its Brokers do not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Seller. Buyer should rely on his own verification of this information as a part of his or her own due diligence.

**9. Reproduction Prohibited:** No copies shall be made or retained of any written information supplied to Buyer by Seller. At the conclusion of any discussion, negotiation or upon demand by Seller, all information including written notes, photographs, or notes taken by Buyer shall be returned to Seller or Seller's Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

*Genie F. Watson, CCIM*

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Listing Broker:

Buyer Signature

Myrtle Beach Commercial Real Estate

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
E Mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone #

Fax #

Cell#