

Best Choice
R E A L T Y
**CONFIDENTIALITY, NON-SOLICITATION AND
NON-DISCLOSURE AGREEMENT**

This Agreement is made as of this day, _____ (the "Effective date"), by and among the undisclosed "Business Opportunities", located in _____ (City, State) described as _____ (the "Company") being offered for sale by Owner, and _____ (the "Prospective Purchaser") contains the complete terms and conditions under which the Prospective Purchaser will gain access to Confidential Information as defined in Paragraph 1 for purposes described in Paragraph 2.

NOW, THEREFORE, In consideration for being granted such access, the Prospective Purchaser and the Company agree as follows:

1. **DEFINITION.** For the purposes of this Agreement, "Confidential Information" shall mean the registered and the trade name of the Company and the Company's registered and business location addresses, which shall remain confidential by Prospective Purchaser. Additional Confidential Information provided by the Company to the Prospective Purchaser shall include any Purchase & Sale Agreement between the Company and the Prospective Purchaser, the Company's architectural plans, business financial information, sources of supply, customer list, employee names and personal identifying information, general operating information, and all documentation relating to operation and ownership of the Company and its assets
2. **PURPOSES.** The Prospective Purchaser, nor anyone working with or on behalf of the Potential Purchaser and thereby given access to Confidential Information, shall not make any use of any Confidential Information other than for the purpose of determining whether (a) to purchase or lease the Company or (b) purchase the Company's assets including real estate and all related contractual rights and obligations. The Confidential Information will not be used for any purposes other than as specifically provided in this Paragraph.
3. **NON-DISCLOSURE.** The Prospective Purchaser agrees that, in consideration for the Company allowing access to the Confidential Information, the Prospective Purchaser shall hold such Confidential Information from falling into public domain or into the possession of persons not bound to maintain the confidentiality of Confidential Information, and shall not disclose it without the Company's prior written consent to any person, firm or parties other than its employees or to contractors who have agreed in writing to preserve the confidentiality of the Confidential Information, nor use the Confidential Information for any purpose other than to fulfill the purposes of this Agreement.

The Prospective Purchaser agrees to treat the Confidential Information as confidential and proprietary to the Company. The Prospective Purchaser shall protect the Confidential Information with reasonable care and at the same degree of care as it protects its own confidential, proprietary and trade secret information. The Prospective Purchaser shall promptly advise Company, in writing, of any misappropriation or misuse of Confidential Information, by any person, which may come to the Prospective Purchaser's attention. Persons having access to Confidential Information shall not make use of any Confidential Information acquired for purposes other than those for which the information is disclosed.

4. **NON-SOLICITATION OF AND NON-DISCUSSION WITH EMPLOYEES.** No aspect of the potential purchase and sale of the Company or its assets shall be discussed with any employee of the Company by the Prospective Purchaser, unless and until the Prospective Purchaser purchases the Company and the sale is closed.

For a period of one (1) year from the date of this Agreement, unless the Prospective Purchaser purchases the Company, neither the Prospective Purchaser nor anyone working with the Prospective Purchaser and thereby given access to the Company's employees will recruit, hire, or attempt to recruit or hire, directly or by assisting others, any employee of the Company.

5. **COPIES; RETURN.** The Prospective Purchaser shall make no copies, in part or in whole of any or all of the Confidential Information. The Prospective Purchaser will, at its own expense, return to the Company the

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Confidential Information and all authorized copies thereof within 30 days after receipt thereof or such earlier time upon the request of the Company.

- 6. RIGHTS IN CONFIDENTIAL INFORMATION.** Except as specifically provided herein, this Agreement does not confer any right, interest or title in or to the Confidential Information to the Prospective Purchaser.
- 7. LIQUIDATED DAMAGES AND INJUNCTIVE RELIEF.** Because of the unique nature of the Confidential Information, the Prospective Purchaser understands and agrees that the Company will suffer irreparable harm in the event that the Prospective Purchaser fails to comply with any of the terms of this Agreement, and that the exact amount of which may be impossible to ascertain, and that, for such reason, among others, the parties agree that the liquidated sum of \$20,000.00 is fair and reasonable compensation for damages associated with each individual disclosure or solicitation in violation of this Agreement and, for the same reason each of the Parties shall be entitled to an injunction, without the necessity of posting bond therefor, restraining any further violation of this Agreement. Such rights to liquidated damages and/or any injunction shall be in addition to and not in limitation of, any other rights and remedies the parties may have against each other. The provisions of this Agreement shall survive any termination of this Agreement.
- 8. GENERAL TERMS:**
- a. Confidentiality. The Parties agree that, except as otherwise required by law, the terms of this Agreement shall be kept confidential and shall not be disclosed to any third party, aside from those professionals employed by the parties in order to perform their functions, including attorneys, accountants and financial advisors and others with a demonstrated need to know.
 - b. Joint Drafting. This Agreement has been jointly drafted by the Parties following negotiations among them. It shall be construed according to the fair intent of the language as a whole, and not for or against either party.
 - c. No Oral Modification or Amendment. No amendment, modification, change, waiver, or alteration of the terms or provisions of this Agreement, whether in full or in part, shall be binding unless the same shall be in writing and duly executed by all Parties.
 - d. Independent Advice. Each Party to this Agreement acknowledges and agrees that such Party has had the opportunity to be represented throughout the negotiation and documentation of this Agreement by attorneys of the Party's choice and has had the opportunity to be advised by such attorneys with respect to this Agreement. Each Party to this Agreement further acknowledges and agrees that such Party read this Agreement, knows the content of this Agreement and, in executing this Agreement, has relied solely on the Party's own judgment, belief and knowledge, and the advice and recommendations of the Party's attorneys, if such advice was sought, and has not been induced to enter into this Agreement by any representation or statement of any other Party not expressly contained in this Agreement.
 - e. Waiver. No failure or delay by a Party to insist upon the strict performance of any term, condition, or covenant of this Agreement, or to exercise any right, power, or remedy under this Agreement shall constitute a waiver of the same or any other term of this Agreement or preclude such Party from enforcing or exercising the same or any such other term, conditions, covenant, right, power, or remedy at any later time.
 - f. Law, Jurisdiction, Venue, and Arbitration. This Agreement shall be governed and construed under the laws of the State of Washington. Jurisdiction and venue of any action related to, or arising out of this Agreement shall be in Pierce County, Washington.
 - g. Entire Agreement. This Agreement (including the recitals set forth above and any exhibits, attachments, and appendices) constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise,

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inducement, representation, warranty, undertaking, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

- h. Severability. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.
- i. Authority. The individuals undersigned personally warrant that they have full authority to execute this document on their own behalf and/or on behalf of the entity/ies for whom they are signing, as identified below.
- j. Headings and Captions. The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
- k. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon the last person signing this agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date first above written.

Prospective Purchaser(s) Signature Date

Print Name Date

Title

Phone Number

Email Address

Real Estate Broker Signature

Printed Name

Phone Number

Email Address

Real Estate Firm Email delivery to: support@bestchoicerealtywa.com.