

CONFIDENTIALITY AGREEMENT

Date: _____

This Confidentiality Agreement ("Agreement") between _____ (Seller/ Landlord) and _____

Name: _____ Current Salon _____

Street: _____ Phone: _____

City _____, State _____ Zip _____ (Buyer/ Tenant) is effective.

Information will be disclosed to Buyer/Tenant to enable Buyer/Tenant to conduct a due diligence Investigation in connection with the proposed sale/lease of _____ Buyer/Tenant has represented that Buyer/Tenant will protect the confidential material and information that may be disclosed between Seller/Landlord and Buyer/Tenant. Therefore, the parties agree as follows:

- I. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to Seller/Landlord (whether or not owned or developed by Seller/Landlord), which is not generally known other than by Seller/Landlord, and which Buyer/Tenant may obtain through any direct or indirect contact with Seller/Landlord.
 - a. Confidential Information includes without limitation:
 - i. Personal and business names
 - ii. Locations
 - iii. Financial information
 - iv. Any/ALL other, verbal or written information provided to Buyer/Tenant
- II. **PROTECTION OF CONFIDENTIAL INFORMATION.** Buyer/Tenant understands and acknowledges that the Confidential Information has been developed or obtained by Seller/Landlord by the investment of significant time, effort, and expense and that the Confidential Information is a valuable, special, and unique asset of Seller/Landlord which provides Seller/Landlord with a significant competitive advantage. Therefore, Buyer/Tenant agrees to hold in confidence and not disclose the Confidential Information to any person or entity without the prior written consent of Seller/Landlord.

No Copying. Buyer/Tenant will not copy or modify any Confidential Information without the prior written consent of Seller/Landlord.

Application To Employees. Further, Buyer/Tenant shall not disclose any Confidential Information to any employees of Buyer/Tenant, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Seller/Landlord.

Unauthorized Disclosure of Information. If it appears that Buyer/Tenant has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Seller/Landlord shall be entitled to an injunction to restrain Buyer/Tenant from disclosing, in whole or in part, the Confidential Information. Seller/Landlord shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Seller/Landlord, Buyer/Tenant shall return to Seller/Landlord all written materials containing the Confidential Information. Buyer/Tenant shall also deliver to Seller/Landlord written statements signed by Buyer/Tenant certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other part, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

V. NO WARRANTY. Buyer/Tenant acknowledges and agrees that the Confidential Information is provided on an AS IS basis. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER/LANDLORD BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Seller/Landlord does not represent or warrant that any product or business plans disclosed to Buyer/Tenant will be marketed or carried out as disclosed, or at all. Any actions taken by Buyer/Tenant in response to the disclosure of the Confidential Information shall be solely at the risk of the Buyer/Tenant.

VI. LIMITED LICENSE TO USE. Buyer/Tenant shall not acquire any intellectual property rights under this Agreement except the limited right to use the information as set out above. Buyer/Tenant acknowledges that, as between Seller/Landlord and Buyer/Tenant, the Confidential Information and all related copyrights and other intellectual property rights are (and at all times will be) the property of the Seller/Landlord, even if suggestions, comments and/or ideas made by Buyer/Tenant are incorporated into the Confidential Information or related material during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This agreement shall be construed under the laws of the State of Wisconsin. This Agreement shall not be assignable by either party and neither party may delegate its duties under this Agreement without the prior written consent of the other party.

VIII. A copy of Buyer/Tenant's identification must be provided with this signed agreement prior to release of the requested information.

BROKER DISCLAIMER. SELLER(S)/LANDLORD(S) AND PROSPECTIVE BUYER(S)/TENANT(S) AGREE AND ACKNOWLEDGE THAT NEITHER Keller Williams., NOR ANY OF ITS AGENTS OR EMPLOYEES HAVE PROVIDED ANY LEGAL ADVICE REGARDING THE LEGALITY, EFFECTIVENESS, APPLICABILITY, OR ENFORCEABILITY OF THIS AGREEMENT. BOTH SELLER(S)/LANDLORD(S) AND PROSPECTIVE BUYER(S)/TENANT(S) AGREE AND ACKNOWLEDGE THAT THE PRESENT DOCUMENT SAMPLE IS PROVIDED FOR CONVENIENCE ONLY, AND THAT BOTH SETS OF PARTIES HAVE BEEN EXPRESSLY ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL TO

REVIEW THIS DOCUMENT AND/OR ANY OTHER SUCH AGREEMENT CONTEMPLATED BY THE PARTIES PRIOR TO EXECUTION, AND BOTH SETS OF PARTIES ARE EXECUTING THIS AGREEMENT (OR ANY MODIFICATION THEREOF) OF THEIR OWN VOLITION, WITHOUT RELYING UPON ANY REPRESENTATIONS Keller Williams, OR ANY OF ITS AGENTS OR EMPLOYEES.

BROKER RELEASE/HOLD HARMLESS. SELLER(S)/LANDLORD(S) AND PROSPECTIVE BUYER(S)/TENANT(S) AGREE TO RELEASE Keller Williams., AND ALL ITS AGENTS AND EMPLOYEES, FROM ANY LIABILITY WHICH MAY ARISE FROM OR UNDER THIS AGREEMENT, AND AGREE INDIVIDUALLY AND JOINTLY TO HOLD Keller Williams, AND ITS AGENTS AND EMPLOYEES, HARMLESS WITH REGARD TO ANY CLAIMS, DAMAGES, OR COSTS ARISING FROM THIS AGREEMENT, INCLUDING SPECIFICALLY ANY DEFICIENCY IN THE LEGALTY, EFFECTIVENESS, APPLICABILITY, OR ENFORCEABILITY OF THIS AGREEMENT.

SELLER(S)/LANDLORD(S) AND PROSPECTIVE BUYER(S)/TENANT(S) AGREE AND ACKNOWLEDGE THAT ANY DISCLOSURE OF "CONFIDENTIAL" MATERIALS OR INFORMATION HEREUNDER BY Keller Williams OR ANY OF ITS AGENTS OR EMPLOYEES, SHALL BE EXEMPTED FROM THIS AGREEMENT AND SUBJECT ONLY TO THE APPLICABLE LAWS GOVERNING BROKER DISCLOSURE OF INFORMATION.

BOTH SELLER(S)/LANDLORD(S) AND PROSPECTIVE BUYER(S)/TENANT(S) AGREE AND ACKNOWLEDGE THAT THE THAT IT IS THE RESPONSIBILITY OF THE SELLER(S)/LANDLORD(S) TO CLEARLY IDENTIFY AND MARK/DESIGNATE ANY MATERIALS AND INFORMATION "CONFIDENTIAL" AND TO MODIFY ANY AND ALL TERMS HEREIN, BASED UPON REVIEW BY INDEPENDENT COUNSEL, TO SUIT THE PARTICULAR TRANSACTION AND DESIRES OF THE PARTIES.

Buyer/Tenant

Date

Buyer/Tenant

Date

Buyer/Tenant's Representative

Date

Seller/Landlord's Representative

Date