

**Confidentiality/Non-Disclosure/Non-Circumvent Agreement**

This Agreement is Legally Binding

In connection with a possible investment with The KGR Group ("Business") as listed herein, I hereby acknowledge reading, understanding, abiding and agreeing to the conditions as stated herein. Representatives of the Business will furnish information to \_\_\_\_\_ "(Buyer[s])", with financial and other confidential information related to The KGR Group.

**In consideration of obtaining information on this Business/Property, Buyer(s) hereby agree(s) as follows:**

- That any information provided on the business to Buyers by Seller is deemed sensitive and confidential and will be held in the strictest confidence as its disclosure to others may be damaging to the business described herein and its owners. The information shall include that the company is available for acquisition and as such shall not be divulged to any third person other than advisors in Buyer's employ to evaluate the Proprietary information for acquisition purposes only. Buyer shall furnish a copy of this agreement to such advisors and inform them of their responsibilities of confidentiality, non-disclosure and non-circumvent relating to the confidential information.
- Buyer understands that all confidential information given to him/her is for the sole purpose of assessing the possible purchase of the Business/Property. This agreement applies to all information presently, previously, or hereafter supplied to Buyer and /or Business Seller, whether disclosed orally or in writing.
- Buyer is inquiring about the Business Opportunity with the sole intent to evaluate the Business/Company for the purpose of possible acquisition and the information supplied to Buyer is not for the purpose of gaining information for fostering competition with the Business/Company.
- Buyer shall not contact employees, suppliers, landlords, or customers except exclusively through Sellers expressed written approval. Buyer agrees not to solicit employees for employment or any other purpose.
- Buyer agrees not to reproduce, copy, or disseminate any of the information or materials provided and agrees to promptly destroy any documents and copies retained within 5 days of being asked to do so or upon determination that Buyer has no interest in acquiring the business/company.
- Buyer agrees that any violation of this agreement may result in substantial and irreparable damage to the company and its owners (Sellers), and that monetary damages may not be a sufficient remedy for any breach of this agreement, therefore the Company, its owners (Sellers), shall be entitled to specific performance or injunctive relief as additional remedy for any such breach including compensatory or punitive damages. Such remedies shall not be deemed to be the exclusive remedy for breach of the Agreement but shall be in addition to other remedies available at law or equity. In the event that any suit or other action is commenced to construe or enforce any provisions of this agreement, the prevailing party, in addition to all other amount, shall be entitled to attorney's fees and court costs which may result from any breach of this agreement.
- This agreement is subject to and governed by the laws of the State of Arizona.
- Buyer and his/her advisors shall conduct an independent review and verification of said information as a condition of closing should a formal Purchase Agreement be entered into between the parties.
- In the absence of an originally executed document, a facsimile shall be acceptable as an original and enforceable document.
- No modifications or alterations of this Agreement shall be effective unless agreed to in writing and signed by the respective parties.

I/We, the undersigned acknowledge reading, understanding and receiving a copy of this agreement, accepted on the date written below.

So Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Potential Buyer's Signature

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_ Date: \_\_\_\_\_