www.firstweber.com/commercial

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is between Seller and the prospective Buyer regarding the potential purchase of the Property/Business Being Marketed as:

Merrys Bar – 5100 W. Howard Ave. Milwaukee

Buyer Name (print clearly): _____

Buyer Name (print clearly): _____

Buyer Name (print clearly): _____

Broker/agent Name (print clearly):_____

Buyer and Seller agree:

This Agreement is an outline of terms provided for the party's consideration to regulate production and handling of confidential and non-confidential information supplied in contemplation of a potential sale of the above referenced Property/Business. This Agreement is NOT a purchase agreement. Nothing in this Agreement constitutes an agreement between Buyer and Seller regarding any terms of potential sale or promise of a potential sale. Such terms are, or would need to be, contained in a separate document.

HOLD HARMLESS

The parties acknowledge that neither First Weber, nor any of its agents or employees, has provided legal advice regarding this agreement. Seller and Buyer have each been expressly advised to seek independent legal counsel to review any agreement. Buyer and Seller, and their respective attorneys, are directed to consider any additional or modified terms and provisions, whether referenced here or not, as may suit their particular purpose, including additionally specifying what information to deem confidential, what remedies to provide, and any other provisions whether based on this sample or in a separate agreement drafted by the parties' counsel. If the parties use this agreement or any part thereof, they hereby hold First Weber, and its agents and employees, harmless from any claims, damages, or costs arising from such use.

I. CONFIDENTIAL INFORMATION. When Seller deems it advisable in negotiations, or when it is required under the purchase and sale agreement, Seller will disclose confidential information to Buyer to enable Buyer to investigate the Property.

The term "Confidential Information" means any information or material which is proprietary to Seller (whether or not owned or developed by Seller), which is not generally known other than by Seller, and which Buyer obtains through any direct or indirect contact with Seller.

a. Confidential Information includes without limitation:

1. PERSONAL AND BUSINESS NAMES

2. LOCATION

3. FINANCIAL INFORMATION

4. ANY OTHER INFORMATION PROVIDED

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Confidential Information has been developed or obtained by Seller by the investment of significant time, effort, and expense. The Confidential Information is a valuable, special, and unique asset of Seller which provides Seller with a significant competitive advantage. Buyer shall hold in strict confidence and not disclose the Confidential Information to any person or entity without the prior written consent of Seller.

No Copying. Buyer will not physically, electronically, or otherwise copy or modify any Confidential Information without the prior written consent of Seller.

Application To Employees. Buyer shall not disclose any Confidential Information to any employee of Buyer except employees who must have the Confidential Information to perform job duties related to Buyer investigation of the Property/Business. Before disclosure these parties shall also sign this Confidentiality agreement.

Application to Non-employee Professional Advisors. Buyer is permitted to distribute Confidential Information to Buyers professional advisors (lawyers, accountants, and bankers) who are not employees of Buyer solely for the purpose of evaluating it and advising Buyer regarding the purchase of the Property/Business. Upon distribution for this purpose, Buyer shall clearly mark the documents or data as "CONFIDENTIAL."

Supplemental Agreements. Each employee or non-employee advisor to whom Confidential Information is provided by Buyer shall first sign a non-disclosure agreement substantially the same as this agreement unless Seller has first relinquished, in writing, the right to such supplemental agreement.

Unauthorized Disclosure of Information. Buyer agrees to protect from further dissemination or disclosure any confidential material or information disclosed by Seller related to the Property/Business. If Buyer violates, or threatens to violate, this agreement, Seller may seek injunctive and other relief, which relief, if pursued or granted, shall not preclude Seller/Landlord from obtaining any other or additional remedy.

III. RETURN OF CONFIDENTIAL INFORMATION. Within five (5) days of receipt of a written request from Seller, Buyer/Tenant shall return to Seller all materials containing Confidential Information together with a statement signed by Buyer certifying that all materials have been returned.

IV. LIMITED LICENSE TO USE. Buyer does not acquire any intellectual property rights by receiving confidential or proprietary information as a part of Buyer investigation of the Property/Business. The Confidential Information and all related copyrights and other intellectual property rights are (and at all times will be) the property of the Seller, even if suggestions, comments and/or ideas made by Buyer are incorporated into the Confidential Information or related material during the period of this Agreement.

V. ENTIRE AGREEMENT; NOT ASSIGNABLE. With respect to the confidential nature of information supplied by Seller to Buyer, this agreement sets forth the entire understanding of Seller and Buyer. 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 is not assignable by either party and neither party may delegate its duties under this Agreement without the prior written consent of the other party.

_____	_____
Buyer Date	Broker/agent Date
_____	_____
Buyer Date	Buyer Date
_____	
Seller Date	

Seller is represented/listed by Devin Piehl and Joe Schwalbach First Weber Group Commercial

Devin Piehl	(262)719-4156	Dpiehl@firstweber.com
Joe Schwalbach	(262)366-1153	jschwalbach@firstweber.com