

**\*\*Please fill out completely to receive information\*\***

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

Property Description(s):	Contemporary American Restaurant & Bar Business For Sale
Area/Location(s):	Elmhurst
Asking Price:	\$350,000
Name/Company:	
Phone:	
Email:	
In which publication/web site did you see the listing?	
Code #	#289

This AGREEMENT is by and between \_\_\_\_\_ the undersigned Buyer and Kudan Group, Inc. as agent for the owner and/or legal entity of a Business.

Whereas Kudan Group, Inc. agrees to allow the Buyer access to certain confidential information or proprietary information relating to the affairs of the Business currently listed by Kudan Group, Inc., for the purpose of purchasing both real and/or personal property, including but not limited to equipment, trade fixtures, good will and other valuables constituting the entire business.

Whereas the undersigned Buyer may review, examine, inspect, have access to, or obtain, such information only for the purposes described above, and to otherwise hold such disclosed information confidential pursuant to the terms of this agreement.

BE IT ACKNOWLEDGED, that Kudan Group, Inc. has or shall at some time in the future, furnish to the undersigned Broker/Buyer, certain confidential information and may further allow the Broker/Buyer to inspect the Business and/or interview suppliers, customers or employees of the Business only with prior permission of the Business or Kudan Group, Inc., on the following conditions:

1. The undersigned Broker/Buyer agrees to hold all disclosed information confidential or proprietary, including but not limited to location, size, capacity, and financial information, in trust and confidence and agrees that it shall be used only for the contemplated purpose and shall not be used for any other purpose;
2. No copies or abstracts will be made or retained of any written information supplied and shall be immediately returned to Kudan Group, Inc. upon demand by Kudan Group, Inc.;
3. The information shall not be disclosed to any employee, consultant or third party without the written prior consent of the Business owner or Kudan Group, Inc. and said party shall first sign a "Confidentiality & Non-Disclosure Agreement" with Kudan Group, Inc.;
4. It is understood that the undersigned shall have no obligation to hold confidential with respect to any information known by the undersigned prior to the date of this agreement or information generally known within the industry prior to the date hereof;
5. The Broker/Buyer acknowledges that the information to be disclosed is proprietary and in the event of unlawful use of wrongful disclosure, the Business and Kudan Group Inc., jointly and separately shall be entitled to injunctive relief as well as monetary damages.

This agreement shall be binding upon and inure to the benefit of the parties, the successors, assigns and personal representatives.

Kudan Group, Inc. By:	<b>Date:</b>
Agreed to by: (Sign & Print Name of Prospect)	<b>Date:</b>
Agreed to by: (Sign & Print Name of Broker/Agent)	<b>Date:</b>
<b>Please Fax to Kudan Group, Inc. 312.575.0497</b>	