

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

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

Property Description(s)	Full Service Upscale Brewery & Pub with Beer Production Equipment for Sale in Wheaton/Naperville/Plainfield/Aurora
Asking Price:	\$1,000,000 (Business and Assets)
In which publication/web site did you see the listing?	
Code #	C143
<b>Your contact info:</b>	
Name/Company:	
Phone:	
Email:	

This AGREEMENT is between (print name) \_\_\_\_\_ (“Buyer”) and Kudan Group, Inc., an Illinois licensed business broker (“Kudan”) as agent for the owner and/or legal entity of the business described above or any other business being represented by Kudan (“Business”).

Kudan agrees to allow Buyer access to certain confidential and/or proprietary information relating to the affairs of Business, for the purpose of purchasing or leaseing real and/or personal property, including but not limited to equipment, trade fixtures, goodwill and other valuables constituting the Business.

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

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

1. The undersigned Buyer agrees to keep all disclosed information confidential, 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 information supplied and all information supplied including any copies, shall be immediately returned to Kudan upon demand by Kudan;
3. The information shall not be disclosed to any employee, consultant or third party without the prior written consent of the Business owner or Kudan and said party receiving the information shall first sign a “Confidentiality & Non-Disclosure Agreement” with Kudan;
4. It is understood that the Buyer shall have no obligation to keep confidential any information known by the Buyer prior to the date of this Agreement or information generally known within the industry prior to the date hereof;
5. The Buyer acknowledges that the information to be disclosed is proprietary and in the event of unlawful use or wrongful disclosure, the Business and Kudan, jointly and separately shall be entitled to injunctive relief as well as monetary damages, including but not limited to reasonable attorneys’ fees and court costs.

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

**PLEASE FILL OUT ENTIRE FORM. IF WE DON'T HAVE YOUR CONTACT INFORMATION WE CAN NOT SEND INFO.**

Agreed to by: (Sign & Print Name of Buyer)	Date:
Kudan Group, Inc. By:	Date:

Please Fax to Kudan Group, Inc. 312.575.0497