



## Confidentiality Agreement

**This Confidentiality Agreement** (the "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the undersigned ("**Customer**") and **Cornerstone Business Services, Inc.**, a Wisconsin corporation with its principal place of business at 200 South Washington Street, Suite 205, Green Bay, Wisconsin 54301 ("**Cornerstone**").

**Whereas**, Customer and Cornerstone are conducting discussions concerning the possible acquisition by Customer of the business/real estate described in the listing contract between Seller and Cornerstone (which such business/real estate shall be sometimes referred to herein as the "**Business**") and, in connection with such discussions and Customer's evaluation of the possible acquisition of the Business (together, the "**Permitted Use**"), Cornerstone shall disclose to Customer certain financial and other business information, in written and oral form, concerning the condition and operations of the Business (any such information disclosed to Customer, together with any other information concerning the Business that has already been disclosed to Customer, shall hereinafter be referred to as the "**Confidential Information**"); and

**Whereas**, the parties wish to set forth in this Agreement their agreements concerning the use and protection of the Confidential Information and certain other matters with respect to the Permitted Use.

**Now, therefore**, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Cornerstone hereby agree that:

**1. Mutual Obligations.** Cornerstone and Customer shall hold in strict confidence, and shall not disclose to any third person(s) (which term as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, group, partnership, agency, or individual), the fact: **(a)** that the Confidential Information has been disclosed to Customer; **(b)** that Customer is considering an acquisition of the Business; and/or **(c)** that discussions in connection with the Permitted Use are taking place.

**2. The Confidential Information.**

**(a)** Customer shall hold in strict confidence, and shall not disclose to any third person(s), all of the Confidential Information in accordance with the terms of this Agreement.

**(b)** Customer shall: **(i)** use the Confidential Information only in connection with the Permitted Use; and **(ii)** disclose the Confidential Information only to Customer's employees, attorneys, accountants, investment bankers, agents, and/or representatives as reasonably necessary in connection with the Permitted Use. It is Customer's responsibility to ensure that any such persons shall, prior to being provided with any or all of the Confidential Information, agree to be bound by the terms of this Agreement.

**(c)** Upon written request by Cornerstone, Customer shall promptly return to Cornerstone or destroy all of the Confidential Information, together with all copies, summaries, and extracts of all documents included within the Confidential Information, without retaining any copy thereof.

**(d)** Cornerstone shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Confidential Information.

**(e)** Customer shall assume the liability for all damages, loss, cost, or expense which result from **(i)** the unauthorized disclosure of the Confidential Information by Customer to third parties or entities, or **(ii)** the use of the Confidential Information by any person or entity other than Cornerstone or the Business, caused by the unauthorized disclosure or dissemination of same by any employees, agents, or contractors of Customer.

**3. Acknowledgment.** The Confidential Information is proprietary to Cornerstone and the Business. Any disclosure or unauthorized use thereof may cause irreparable harm and loss to Cornerstone and/or the Business; further, it shall be difficult or impossible to measure in money the damages that may accrue to Cornerstone and/or the Business by reason of any such disclosure or unauthorized use. Therefore, in addition to any other remedies or damages available to Cornerstone or the Business, Cornerstone and/or the Business shall be entitled to an injunction restraining further violation of this Agreement if Customer violates any of the terms and conditions of this Agreement.

**4. Miscellaneous.**

(a) The foregoing obligations of Customer shall not apply to the extent that the Confidential Information or any other information covered by this Agreement: (i) was or is in the public domain; (ii) was in fact known to Customer prior to disclosure by Cornerstone; (iii) is disclosed or furnished to Customer by a third party (other than officers, directors, employees, and agents of Cornerstone) after disclosure by Cornerstone; or (iv) thereafter, through an act or failure to act on the part of Cornerstone, becomes information generally available to the public.

(b) Nothing in this Agreement shall obligate either Customer or Cornerstone to enter into any further agreement. Further, Cornerstone makes no warranty as to the accuracy or completeness of the Confidential Information.

(c) This Agreement shall remain in effect until the earlier of (i) December 31, 2011, or (ii) any other date that has been mutually agreed upon in writing.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

(e) The obligations of Customer under this Agreement shall extend to and shall bind all parents, predecessors, subsidiaries, affiliates, successors, or assigns of Customer.

**In witness whereof**, the parties have caused this Agreement to be duly executed as of the day and year first written above.

- I am a licensed real estate sales person or real estate broker
- I am not a licensed real estate sales person or real estate broker

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Print Name	Title (if any)	Company (if any)	
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Address	City	State	Zip
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Home Phone	Business Phone	Fax	Cell
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Signature	Date	E-Mail
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The best time to reach me with more information is \_\_\_\_\_AM \_\_\_\_\_PM  
The best number is \_\_\_\_\_.

**Cornerstone Business Services, Inc.**

By: \_\_\_\_\_