



SHAMROCK REALTY*

*A Division of William L. Kallal P.C.

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CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This agreement made this ____ day of _____ between Shamrock Realty (Broker) representing _____ (Seller) and _____ (Buyer).

Buyer, having expressed an interest in purchasing _____ Seller's property (Property), agrees to the following terms and conditions:

1. **Genuine Business Interest.** Buyer is genuinely interested in purchasing Property and hereby warrants that he is financially qualified to do so.
2. **Permitted Use.** Buyer will use the confidential information provided by Broker solely for purposes of evaluating Property.
3. **Confidentiality.** Buyer acknowledges that all information and materials furnished by Broker concerning Property is confidential and may not be used for any purpose other than evaluation. Access to any information furnished by Broker will be limited to Buyer's attorneys, accountants, banking representatives, and business advisors directly involved with Buyer's potential purchase of Property.
4. **Nondisclosure.** Buyer agrees not to disclose to any other person other than his or her advisors, as set forth in 3, any discussions or negotiations that are taking place with respect to Property or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
5. **Discretion.** Buyer agrees not to contact Seller, his or her employees, suppliers, or customers except through Broker. Buyer further agrees not to circumvent or interfere with Broker's contract or agreement with Seller in any way.
6. **Binding Effect.** This agreement shall be governed and construed in accordance with the laws of the State of Wyoming and shall survive any closing between Buyer and Seller.
7. **Cost of Enforcement.** In the event either party commences a judicial action to enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution or defense of such action, including reasonable attorneys' fees.
8. **Warranty.** Shamrock Realty and its agents do not guarantee, warrant, either expressed or implied, any information and/or figures supplied by Seller. Buyer must rely completely on his or her own due diligence review of Property in all its particulars.
9. **Reproduction Prohibited:** No copies shall be made or retained of any written information supplied to Buyer by Seller. At the conclusion of any discussion or negotiation, all information provided to Buyer shall be immediately returned to Broker.

_____ Date _____		_____ Date _____
Shamrock Realty		Buyer

_____ Date _____		_____ Date _____
Selling Broker		Buyer