

Laska COMPANY

Business Brokers • Mergers and Acquisitions

Confidentiality Agreement

This Confidentiality Agreement will confirm the mutual understandings of the undersigned and **Laska Company (Laska)** in connection with Laska providing and our receipt of information regarding the client of Laska listed below.

1. 1. "Information" means all data, reports, records or materials obtained from **Laska** or the client company, which is not in the public domain, including the names, address and type of business of the client company and the knowledge that the client company may be considering a sale.
2. 2. Information is being furnished solely in connection with the consideration of a Laska client company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those employees and agents of the undersigned whose knowledge of the information is required to evaluate the client company as a potential acquisition and who shall assume the same obligations as the undersigned under this Agreement. All information shall be promptly returned or destroyed, as directed by **Laska** or the client company.
3. 3. It is understood that the **Laska** client company, as the intended party whose rights are being protected, may seek legal redress and remedies directly for any breach of this Confidentiality Agreement as if it were a party to this Agreement.
4. 4. The undersigned agrees to not contact the **Laska** client company directly without prior approval of **Laska**.
5. 5. It is understood that (a) **Laska** makes no representation or warranty as to the completeness or accuracy as to any information and the financial condition of the Buyer or Seller and (b) any and all representation and warranties shall be made solely by the **Laska** client company and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
6. 6. The undersigned acknowledges the responsibility to perform a due diligence review at his own cost and expense prior to any acquisition of a **Laska** client company. It is understood that fees or commissions paid to **Laska** by the client company shall not be shared or paid to any person representing the undersigned.
7. 7. The undersigned confirms that he or she has read and understood the [Agency Disclosure Brochure](#) and understands that he or she is a "customer" and is not represented by a broker unless there is a signed written agreement for agency representation. All Laska agents represent the client company and under their fiduciary duty can only release client-approved information. You are deemed a "customer" and owed a duty of being treated honestly and fairly. The undersigned agrees Laska Company is the procuring cause in any future transaction with the client company. Any offer you make must be presented promptly to the seller through Laska Company.