

BUYERS CONFIDENTIALITY AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that Christopher Smith of Atlanta Commercial Real Estate, Inc. (the "Broker") has a valid agreement with the owner(s) (the "Seller") of the Company and/or Property described below (the "Company") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Company. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Company that is the subject of this Buyers Confidentiality Agreement (the "Agreement") is as follows:

Company Description: Premium Shopify Based eCommerce Retailer

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Buyer enters into this Buyers Confidentiality Agreement with and for the benefit of the Broker and/or Company.
2. The Broker has attached hereto or has provided or may subsequently provide to the Buyer in connection herewith certain technical, financial, and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Buyer whether to acquire the Company or assets thereof. The Buyer acknowledges that the Information is highly confidential and proprietary to the Company.
3. The Buyer will not utilize the Information for any purpose other than evaluating the possible purchase of the Company or assets thereof, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Company or assist or promote any other party(s) in so doing. Any violation of this agreement will constitute a breach and Buyer can be pursued for compensation according to damages.
4. The Buyer shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Buyer's financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Buyer as to the structure of any proposed purchase of the Company (or its assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Buyer shall be under no obligation to maintain as confidential any information which (a) Buyer can show by legally sufficient written evidence was in its possession prior to disclosure by the Broker and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Buyer; or (c) is lawfully obtained from a third party. The Buyer shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker.
5. The Buyer hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees, affiliates, and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Buyer, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith.
6. The Buyer shall not enter into any agreement for the purchase of the Company or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the

Broker is the procuring cause of such agreement, and the Broker is entitled to a broker's commission as agreed upon by the Company and the Broker.

7.If the Buyer does not purchase the Company or its assets, then for a period of Two (2) years from the date shown below, the Buyer shall not directly or indirectly (i) contact, solicit, or employ, or have or cause any other person or entity to contact, solicit, or employ, any person who is employed by the Company or was employed by the Company during the 6-month period prior to such contact, solicitation, or employment, or (ii) encourage any such person not to devote his or her full business time to the Company.

8.While the Information is believed to be accurate, it is subject to change, error, or withdrawal of offering, without notice. With regard to Information that is subsequently changed or withdrawn, the Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time.

9.A facsimile, email, photocopy, or electronic transmission including the executing this agreement via an online form of this Confidentiality Agreement is legal and binding.

10. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors, and assigns, where permitted. This Agreement may not be assigned by the Buyer without the prior written consent of the Broker. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of GA, and the obligations of the parties are performable in the State of GA, where the venue shall lie for any actions brought hereunder.

11. The term of this Agreement is for Two (2) years from the date shown below.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____