

BUSINESS (ENTITY) SALE NON-DISCLOSURE AGREEMENT

This **Business (Entity) Sale Non-Disclosure**, also known as the ("**Agreement**,") is between [RECIPIENT NAME], also known as the "**Recipient**," who will receive information about [BUSINESS ENTITY NAME], also known as the "**Business Entity**," and [BUSINESS ENTITY NAME].

In consideration of this Agreement, the Recipient agrees to comply with the terms of this Agreement with respect to any information about the Business furnished to the Recipient and to take, or refrain from taking, the specific actions stipulated below:

- A. The Recipient understands and agrees to the competitive value and confidentiality of any internal, non-public, financial, and client information provided or obtained by the Business Entity or its representatives in the present or in the future. The Recipient also acknowledges the potential harm to the Business Entity that could result from any disclosure of this information to a third party.
- B. The Recipient hereby agrees that any and all proprietary or confidential information will be used exclusively for the potential acquisition of the Business Entity, and that the Recipient or its directors, officers, and employees will not disclose to any third party any of the information now or in the future received or provided; provided, however, that any such information may be disclosed to the Recipient's accountants, attorneys, and other confidential advisers who "need to know" such information.
3. The Recipient will not, and neither will their representatives or advisers, disclose to any third party that discussions or negotiations are taking place regarding the potential acquisition of the Business Entity, including the status thereof, unless the Recipient may be required to do so by law or in any shareholder agreement, or unless the Business Entity has given its prior written consent. Additionally, without the Business Entity's prior consent, no disclosure or information will be requested from any individual or the company's staff.
- D. If the Recipient does not make an offer or complete the acquisition of the Business Entity within a reasonable amount of time, the Recipient shall promptly return to the Business Entity all information and materials containing or reflecting the information of the Business Entity and shall not retain any copies, extracts, or other reproductions of such information. This includes, but is not limited to, all writings produced by the Recipient and their advisors based on the information, and all such writings shall be returned to the Business Entity unless the Business Entity agrees that the Recipient may retain them, in which case they shall be kept confidential and not disclosed or given to any third party for any reason.

- E. Furthermore, if the Recipient decides not to make an offer or purchase the Business Entity, the Recipient shall not use any non-public information acquired now or in the future from any vendor of the Business Entity (or any related entity) regarding any of the Business Entity's financial affairs for the benefit of the Recipient's own business (other than during the negotiation of this transaction), or the business of any third party.
- F. After the date hereof, all confidential and proprietary information provided to the Recipient by the Business Entity shall be governed by the terms of this Agreement.
- G. Any subsidiary and/or affiliated company of the Recipient, among others, shall be subject to the terms of this Agreement's provisions and be required to abide by them in the same manner as the Recipient.
- H. The laws of the State of _____ shall govern the interpretation and application of this Agreement, and the Recipient hereby submits to the exclusive jurisdiction of the courts located within said state.

By signing this contract, the Recipient agrees to abide by all of its terms and conditions and to keep all information strictly confidential.

Recipient's Signature

Date

Name in Print