BUSINESS SALE NON-DISCLOSURE AGREEMENT

1. 1. Parties and the Proposed Transaction

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] between [SELLER NAME], a [ENTITY TYPE] located at [SELLER ADDRESS] (the "Seller"), and [PROSPECTIVE BUYER NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [BUYER ADDRESS] (the "Recipient"). The Seller is exploring a possible sale of [BUSINESS NAME AND DESCRIPTION], whether structured as a sale of assets, a sale of equity, a merger, or another form (the "Transaction"). To allow the Recipient to evaluate the Transaction, the Seller and its advisors will provide certain non-public information about the business. The Recipient is receiving that information solely to evaluate whether to pursue the Transaction (the "Permitted Purpose"). Communications regarding the Transaction will be directed exclusively to [SELLER CONTACT OR BROKER NAME AND EMAIL] and not to any other person associated with the business.

2. 2. Definition of Evaluation Material

"Evaluation Material" means all non-public information about the business, operations, and prospects of the Seller that is furnished to the Recipient or its Representatives by or on behalf of the Seller, in any form, together with all notes, analyses, models, projections, memoranda, and other materials prepared by the Recipient or its Representatives that contain or reflect that information. Evaluation Material includes without limitation: financial statements, tax returns, and management accounts; revenue by customer and customer concentration data; pricing, margins, and discount practices; supplier and vendor agreements and terms; employee rosters, compensation, and benefit plans; leases, licenses, and permits; litigation and regulatory matters; intellectual property, software, and technical documentation; and the confidential information memorandum and any data room contents. Evaluation Material does not need to be marked confidential to be protected under this Agreement.

3. 3. Confidentiality of the Transaction Itself

In addition to protecting the Evaluation Material, the Recipient will keep confidential the fact that the Evaluation Material has been made available, that discussions or negotiations regarding the Transaction are taking place or have taken place, the status of those discussions, the identity of the parties involved, and any terms, conditions, or price discussed (collectively, the "Transaction Information"). Neither Party will make any public statement, press release, or social media post regarding the Transaction without the prior written consent of the other, except as required by applicable law or the rules of a securities exchange after the notice described in Section 8. The Recipient acknowledges that disclosure of the Transaction Information could cause serious harm to the business of the Seller by unsettling employees, customers, suppliers, and lenders, independent of any harm caused by disclosure of the underlying data.

4. 4. Exclusions

Evaluation Material does not include information that the Recipient can establish through written records: (a) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement; (b) was available to the Recipient on a non-confidential basis before disclosure by the Seller, provided the source was not known by the Recipient to be bound by a duty of confidentiality to the Seller; (c) becomes available to the Recipient on a non-confidential basis from a source other than the Seller, provided that source is not known to be bound by a confidentiality obligation; or (d) is independently developed by the Recipient without use of the Evaluation Material. Information regarding the existence and status of the Transaction is excluded only under clause (a), and only where the public availability did not result from any breach by the Recipient or its Representatives.

5. 5. Use Restrictions and Permitted Recipients

The Recipient will use the Evaluation Material solely for the Permitted Purpose and for no other purpose, including no use to compete with the business, to solicit its customers, to replicate its methods, or to inform pricing or strategy decisions of the Recipient or any affiliate. The Recipient may share Evaluation Material only with those of its directors, officers, employees, affiliates, financing sources, and professional advisors who have a genuine need to know it to evaluate the Transaction (the "Representatives"), and only after informing them of the confidential nature of the material and of the obligations of this Agreement. Before providing Evaluation Material to any prospective financing source, the Recipient will obtain the prior written consent of the Seller. The Recipient will maintain a list of Representatives who have received Evaluation Material and will provide it to the Seller on request. The Recipient is responsible for any breach by its Representatives as if it were its own breach.

6. 6. No Contact with Employees, Customers, Suppliers, and Lenders

Without the prior written consent of [SELLER CONTACT OR BROKER NAME], the Recipient will not contact, and will not permit its Representatives to contact, any employee, officer, customer, client, supplier, distributor, landlord, lender, or licensor of the business in connection with the Transaction or the Evaluation Material. All requests for information, site visits, management meetings, and reference calls will be routed exclusively through the designated contact above. This restriction does not prevent the Recipient from contacting a person in the ordinary course of business for reasons entirely unrelated to the Transaction and without reference to it or to the Evaluation Material. The Recipient acknowledges that unauthorized contact can disrupt operations and damage the value of the business, and that the Seller may terminate discussions immediately if this section is breached.

7. 7. Non-Solicitation of Employees

For [NON-SOLICIT PERIOD, e.g., 24 months] after the Effective Date, the Recipient will not, directly or indirectly, solicit for employment or hire any employee of the business whose identity or role became known to the Recipient through the Evaluation Material or through the evaluation process, without the prior written consent of the Seller. This restriction does not apply to a general solicitation not specifically targeted at those employees, such as a public job posting or a general recruiter search, or to an employee who approaches the Recipient on their own initiative without any prior solicitation, or to an employee whose employment with the business ended at least [DEPARTURE PERIOD, e.g., six months] before the contact. This section applies whether or not the Transaction is completed and survives termination of discussions between the Parties.

8. 8. Compelled Disclosure

If the Recipient or any Representative is required by law, regulation, subpoena, court order, or the rules of a securities exchange or regulator to disclose any Evaluation Material or Transaction Information, the Recipient will, to the extent legally permitted, notify the Seller in writing promptly and before disclosure so that the Seller may seek a protective order or other confidential treatment at its own expense, and will cooperate reasonably with those efforts. If a protective order is not obtained, the Recipient will disclose only the portion of the material that counsel advises is legally required and will use reasonable efforts to obtain confidential treatment of the material disclosed. Disclosure made in compliance with this section is not a breach of this Agreement, and the material disclosed remains subject to this Agreement for all other purposes.

9. 9. No Representation as to Accuracy

The Seller and its advisors make no representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material, and none of them will have any liability to the Recipient or its Representatives arising from the use of, or reliance on, the Evaluation Material. Projections, forecasts, and estimates included in the Evaluation Material reflect assumptions that may prove incorrect, and actual results may differ materially. The Recipient will conduct its own independent investigation and will rely solely on its own analysis and on the representations and warranties, if any, contained in a definitive written agreement for the Transaction, subject to the limitations stated in that agreement. Any advisor or broker engaged by the Seller is acting on behalf of the Seller only and owes no duty to the Recipient.

10. 10. No Obligation to Proceed and Standstill

Neither Party is obligated to proceed with the Transaction, to negotiate, or to continue providing or reviewing information, and the Seller may terminate discussions, change the process or timetable, negotiate with other parties, or decline to sell at any time without notice or liability. No agreement regarding the Transaction exists unless and until a definitive written agreement is signed by both Parties, and neither this Agreement nor any conduct of the Parties creates an implied obligation to negotiate in good faith or an exclusive dealing arrangement. For [STANDSTILL PERIOD, e.g., 12 months] after the Effective Date, the Recipient will not, without the prior written invitation of the board or owners of the Seller, acquire or offer to acquire any equity or material assets of the business, or make any proposal to any third party regarding such an acquisition, other than through the process described in this Agreement.

11. 11. Term and Return or Destruction of Materials

The obligations in this Agreement apply for [CONFIDENTIALITY PERIOD, e.g., three years] from the Effective Date, except that Evaluation Material constituting a trade secret remains protected for as long as it qualifies as a trade secret, and the non-solicitation and standstill provisions run for the periods stated in Sections 7 and 10. If either Party decides not to proceed with the Transaction, that Party will promptly notify the other, and within [RETURN PERIOD, e.g., 10 business days] after a written request from the Seller the Recipient will return or destroy all Evaluation Material, including all copies, extracts, notes, models, and analyses prepared by the Recipient or its Representatives, and will terminate its access to any data room. An authorized officer of the Recipient will certify completion in writing. The Recipient may retain one archival copy required by law, regulation, or a documented retention policy, along with copies held in automatic backup systems that are not readily accessible, and any retained material remains subject to this Agreement.

12. 12. Remedies and Injunctive Relief

The Recipient acknowledges that a breach of this Agreement could cause the Seller harm that money damages alone may not adequately remedy, including harm to employee retention, customer relationships, and the value of the business in a sale process. In addition to any other remedy available at law or in equity, the Seller may seek injunctive or other equitable relief to prevent or stop an actual or threatened breach, subject to any bond required by the court. The Seller may also recover damages proven to result from a breach, and the prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorney fees and costs. The rights in this section are cumulative and are in addition to any rights the Seller may have under applicable trade secret or unfair competition law.

13. 13. Governing Law, Venue, and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and each Party consents to the exclusive jurisdiction of the state and federal courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement of the Parties regarding confidentiality in connection with the Transaction and supersedes all prior understandings; it may be amended only by a writing signed by both Parties. The Recipient may not assign this Agreement without the prior written consent of the Seller, and any purported assignment without consent is void. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect. No failure or delay in exercising a right operates as a waiver. To the extent permitted by law, each Party waives trial by jury. This Agreement may be executed in counterparts, including by electronic signature.

14. 14. Signatures

By signing below, the Parties agree to the terms of this Agreement as of the Effective Date. SELLER: [SELLER NAME]. Signature: ______________________. Printed Name: [SELLER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. RECIPIENT: [PROSPECTIVE BUYER NAME]. Signature: ______________________. Printed Name: [BUYER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. Each signer represents that they are authorized to bind the party on whose behalf they sign and that they have read and understood the restrictions above, including the no-contact, non-solicitation, and standstill provisions.

15. Disclaimer

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