

# **NON-DISCLOSURE, NON-CIRCUMVENTION, AND CONFIDENTIALITY AGREEMENT**

This Agreement is made and entered into as of the date signed below by the undersigned ("Buyer").

## **1. Confidential Information**

All information provided to the Buyer in connection with any potential business transaction is considered confidential and proprietary. This includes, but is not limited to, business details, financial information, intellectual property, and any other material shared by or on behalf of the Seller. Confidential information does not include information that is already known to the Buyer or publicly available through lawful means.

## **2. Obligation of Confidentiality**

The Buyer agrees not to disclose, distribute, or use any confidential information provided by the Seller for any purpose other than for evaluating a potential transaction. This confidentiality obligation shall continue indefinitely, including after the termination of any negotiations or discussions.

## **3. Non-Circumvention**

The Buyer agrees not to attempt to circumvent the Seller by directly or indirectly negotiating or completing a transaction with any other party introduced through the transaction without the Seller's consent. Should the Buyer circumvent and complete a transaction without authorization, the Buyer shall be liable for any applicable fees and damages incurred by the Seller.

## **4. Use of Information**

The Buyer agrees that all information provided will be used exclusively for the purpose of evaluating the potential purchase of the business and for no other purpose, including competing with the Seller. Should no transaction be completed, the Buyer agrees to return or destroy all confidential materials provided.

## **5. Indemnification**

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The Buyer agrees to indemnify and hold harmless the Seller from any liability, claims, or damages resulting from the misuse or unauthorized disclosure of confidential information by the Buyer.

## **6. Non-Solicitation**

The Buyer agrees not to directly or indirectly solicit or hire any employees, contractors, or other affiliates of the Seller without the express written consent of the Seller.

## **7. Due Diligence**

The Buyer is responsible for conducting their own independent due diligence regarding any information provided by the Seller and acknowledges that the Seller makes no representations as to the accuracy or completeness of any such information.

## **8. Term**

This Agreement shall remain in effect for a period of four (4) years from the date signed below.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of New York.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between the Buyer and the Seller regarding the confidentiality and non-circumvention obligations related to the potential transaction.

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## **Buyer's Acknowledgment**

By signing below, the undersigned acknowledges that they have read and agree to the terms of this Agreement.

**Buyer's Name:**

**Signature:**

**Date:**