



NON-DISCLOSURE AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT BROKERS OF THE BIZ BROKER+®, INC. IS NOT AUTHORIZED.

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Definition of Confidential Information "Confidential Information" includes all non-public, proprietary, or confidential information provided by the Disclosing Party, including details of any Introduced Parties, business operations, client base, trade secrets, and business processes. Confidential Information also encompasses: (i) the fact that discussions are taking place regarding the Purpose; and (ii) the specific terms, conditions, or arrangements discussed. Confidential Information does not include information that: (a) becomes publicly available through no breach by the Recipient; (b) is lawfully obtained from a third party without confidentiality obligations; (c) was already in the Recipient's possession before disclosure, as evidenced by documentation; or (d) is independently developed by the Recipient without reliance on Confidential Information.

Use and Protection of Confidential Information

The Recipient agrees to use Confidential Information only for the Purpose and will restrict access to only those representatives who have a legitimate need to know and who are bound by confidentiality obligations no less stringent than those in this Agreement. The Recipient shall not use Confidential Information to directly or indirectly solicit the Disclosing Party's customers, replicate its business processes, or compete unfairly. The Recipient shall implement reasonable safeguards to prevent unauthorized disclosure and notify the Disclosing Party immediately upon discovery of any breach.

Disclosure Control The Disclosing Party has sole discretion to determine the amount and type of information disclosed to the Recipient prior to executing a purchase agreement or letter of intent. The Recipient acknowledges that the Disclosing Party is under no obligation to disclose specific details about the business until such agreements are in place.

Ownership and No Transfer of Rights Confidential Information remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Recipient any ownership rights, licenses, or interest in the Confidential Information.

Non-Circumvention For a period of two (2) years from the Effective Date, the Recipient agrees not to: (a) Directly or indirectly contact any Introduced Party except through the Disclosing Party; (b) Solicit any Introduced Party to engage in a transaction related to the Purpose, bypassing the Disclosing Party; (c) Enter into a transaction that would circumvent the Disclosing Party's involvement or financial interest in such transaction.

If the Recipient or its representatives receive inquiries regarding an Introduced Party, the Recipient shall immediately notify the Disclosing Party.

Consideration for Business Transactions If the Recipient engages in any transaction with an Introduced Party or a referred party, the Recipient agrees to pay a fee as determined in a separate agreement based on the total transaction value.

Indemnification Each Party agrees to indemnify and hold the other Party harmless from any claims or liabilities arising from a breach of this Agreement, except in cases of gross negligence or willful misconduct.

Term and Survival This Agreement remains in effect from the Effective Date until terminated in writing by either Party. Obligations regarding Confidential Information classified as trade secrets shall survive indefinitely, unless the information becomes publicly available through no fault of the Recipient.

Equitable Relief The Recipient acknowledges that a breach of this Agreement may cause irreparable harm to the Disclosing Party, entitling it to equitable relief, including injunctions, in addition to any legal remedies.

Governing Law and Jurisdiction This Agreement shall be governed by the laws of the State of Texas, and any disputes shall be resolved exclusively in the courts of Texas.

Notices Any notices under this Agreement must be in writing and sent via personal delivery, certified mail, or a recognized courier to the addresses provided by the Parties.

Entire Agreement This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements. Amendments must be in writing and signed by both Parties.

Authority and Representation Each Party represents that it has full authority to enter into and execute this Agreement. The Agreement has been negotiated fairly and will not be construed against either Party.

Counterparts and Electronic Signatures This Agreement may be executed in counterparts. Electronic signatures, including PDFs or faxed copies, shall be treated as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

Name

Phone

Email

Signature

Date