

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (The "Agreement") is made and entered into as of this _____ day of, 2023 by _____ ("Disclosing Party"), and _____ ("Receiving Party").

WHEREAS, Disclosing Party is interested in sharing information with Receiving Party regarding, <https://www.facebook.com/easybizsale> **Prospective businesses for sale**, The Receiving Party understands and agrees that the information provided (Confidential Information") to him, is highly sensitive and strictly confidential, and shall be maintained by the undersigned with the utmost confidence.

NOW THEREFORE, as a condition to disclosing the Confidential Information to Receiving Party, and in recognition by each party hereto that such Confidential Information constitutes valuable and unique asset owned by the Disclosing Party, both parties agree as follows:

1. **Nondisclosure.** Without the express prior written consent of Disclosing Party, Receiving Party agrees:

(a) Not disclose to any other person, entity or third party, any of the Confidential Information, which is disclosed; and

(b) That it will only disclose the Confidential Information to its directors, officers or employees, as well as counsel, consultants, accountants and financial institutions (collectively the "Receiving Party Agents") who need to know such Confidential Information in order to make use effectively of same in Receiving Party evaluation. Receiving Party agree to use Confidential Information solely for the Permitted Use; and

(c) To protect and maintain the confidentiality of the Confidential Information using at least the same level of care that Prospective Investors uses to protect and maintain the confidentiality of its own Confidential Information.

(2). **Term.** The obligations under this agreement shall continue in full force and effect for two (2) years from the date of execution by all parties.

3. **Miscellaneous.**

a) This Agreement represents the entire understanding and agreement between Receiving Party and Disclosing Party with respect to the subject matter hereof, and supersedes all other understandings and representations, if any, made by and between the parties hereto. No modification or waiver of any of the terms of this Agreement will be effective unless made in writing and signed by both parties. All of the terms of this Agreement shall be binding upon, insure to the benefit of, and be enforceable by all respective legal representatives, successors and permitted assigns.

(b) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Without limiting the jurisdiction or venue of any federal or state court, the parties irrevocably and unconditionally: agree that any legal proceeding relating to this Agreement may (but is not required to) be brought in the state courts of California; consent to the jurisdiction of each such court waive any objection which the parties hereto may have to the laying of venue of any proceeding in any of such courts; and (iv) agree that service of any court paper may be effectuated on the applicable party by mail, or in such other manners as may be provided under applicable laws in the State of California.

(c) No remedy herein conferred upon a party hereto is intended to be exclusive of any other remedy. No single or partial exercise by a party hereto of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

(d) Receiving Party may not assign this Agreement and its rights, duties and obligations hereunder to any person or entity without the prior written consent of Disclosing Party provided that the assignee assumes all rights and obligations hereunder.

Accepted and Agreed to this _____

Name:

Name:

Signature:

Signature: