

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, SELLER and SELLER'S AGENT (herein "SELLER") agrees to furnish RECIPIENT certain "confidential information" relating to the business identity, plans, specifications, financials, , operations, etc for the sole purpose of determining an interest in the acquisition of the confidential business for sale.

WHEREAS, RECIPIENT agrees to review, examine, inspect or obtain such "confidential information" only for the purposes described above, and to hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that SELLER shall furnish to RECIPIENT certain "confidential information" and may further allow RECIPIENT the right to obtain, review, project, discuss or tour SELLER'S BUSINESS. RECIPIENT agrees to the following conditions:

1. RECIPIENT agrees to hold all information provided as "confidential information" including but not limited to the identity of the business for sale, proprietary information, trade secrets, operations, leases, financial data, client data, staff data, tenancy data ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party. RECIPIENT acknowledges that SELLER could incur damages resulting in financial losses if the "confidential information" is misused and/or not kept strictly confidential.
2. No physical or electronic copies will be made or retained or disseminated of any written "confidential information" provided in paper copies or electronically, drafts, samples promotional material or prototypes supplied without the express written permission of SELLER.
3. At the conclusion of any discussions, or upon demand by SELLER, all "confidential information", including financials, business data, leases, plans, specifications, prototypes, drafts, promotional materials, written notes, photographs, sketches, models or memoranda shall be returned to SELLER or destroyed.
4. "Confidential information" shall not be disclosed to any third party unless the third party agrees to execute and be bound by the terms of this Agreement, has been approved by SELLER and has executed this agreement with SELLER.
5. This Agreement and its validity, construction and effect shall be governed by the laws of the State of Wisconsin.

AGREED AND ACCEPTED BY RECIPIENT:

Date:_____

Signature_____

Printed Name:_____

Signature_____

Printed Name:_____

Signature_____

Printed Name:_____

BY SELLER or SELLER'S AGENT:

Date:_____

Signature_____

Printed Name:_____