

**BUYER NON-DISCLOSURE AGREEMENT**

Name: \_\_\_\_\_ Company Interested In: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Date: \_\_\_\_\_, 20 \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**This letter of understanding is in connection with your consideration of a possible transaction with a company (which we will refer to as the "Company") about which you have requested financial and other information concerning the business and affairs of the Company (the "Evaluation Material"). In consideration of furnishing you with the Evaluation Material, the Company requests your agreement to the following:**

- 1. You recognize and acknowledge the competitive value and confidential nature of the Evaluation Material and the damage that may result to the Company if any Evaluation Material is disclosed to any third party, except in accordance with the terms of this Agreement. You also agree not to contact the Company's employees, vendors, suppliers, customers or competitors without the express written consent of the Company.**
- 2. The term "Evaluation Material" does not include any information which (a) has been made public other than by acts of you or your Representatives in violation of this Agreement, or (b) becomes available to you on a non-confidential basis from a source, who insofar as is known to us, is not prohibited by a contractual, legal or fiduciary obligation to the "company", from transmitting the information.**
- 3. You agree that the Evaluation Material will be used solely for the purpose of evaluating the transactions described above. Unless and until you have completed the purchase of the Company pursuant to a definitive purchase agreement (the "Purchase Agreement"), the Evaluation material will be kept confidential by you and your advisors, except that you may disclose the Evaluation Material or portions thereof to those of your directors, officers, employees and agents (collectively, "Representatives") who need to know such information for the sole purpose of evaluating your possible acquisition of the Company, which Representatives shall be informed of the confidential nature of the Evaluation Material.**
- 4. Upon the Company's request, you will promptly return to the Company all copies of all Evaluation Material furnished to you or your Representatives and will destroy all analysis, compilation, studies and other material prepared by you or your Representatives based in whole or in part on such Evaluation Material.**
- 5. You understand that neither the Company nor any of its Agents or Representatives make any representation or warranty, either express or implied, as to the accuracy or completeness of the Evaluation Material and you agree that neither the Company nor any of its Agents or Representatives shall have any liability to you or any other person resulting from any use or reliance on the Evaluation Material.**
- 6. You agree that for a period of two years from the date hereof, neither you nor any of your affiliates nor an agent acting on your behalf will, without the prior written consent of the Company, offer employment to or hire any of the employees of the Company with whom you have had contact during the period of the investigation of the Company. You further agree not to use any information gained from the Evaluation material or on-site visits to become a competitor of the Company.**
- 7. This Agreement will expire two (2) years from the date hereof.**

Parties representing interest Sign as indicated:

CENTER FOR FAMILY-OWNED BUSINESS, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.