

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement or ("Agreement") has been made and entered into on the ____ day of _____, 202__ by and between:

Party Disclosing Information: _____ with a mailing address of _____ ("Disclosing Party").

Party Receiving Information: _____ with a mailing address of _____ ("Receiving Party").

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information in connection with the Receiving Party's consideration of the purchase of the Disclosing Party's business generally identified as all operations for _____ (hereinafter "Business").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include any and all information or material that has or could have proprietary value and/or commercial value, or other utility in the Business or the operation of the Business including but not limited to sales information, gross revenues and receipts, vendor information, client and customer lists, credit card information, tax information, documentation involving the New York State Liquor Authority, and any and all other information involving or relating to the Business.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall keep, whether written or oral, all Confidential Information in strictest confidence and shall not disclose, disseminate or share same with any third party without the prior written approval of the Disclosing Party. Further, the Receiving Party shall not, without the prior written approval of Disclosing Party, use the Confidential Information for Receiving Party's benefit in any manner unless the Receiving Party purchases the Business from the Disclosing Party. In the event that the Receiving Party does not purchase the Business from the Disclosing Party, the Receiving Party shall return to Disclosing Party any and all records, notes, and other materials in its possession provided by the Disclosing Party within forty-eight hours (48) of the Disclosing Party's requests for same.

4. Term of this Agreement. The nondisclosure provisions of this Agreement shall be considered ongoing and the Receiving Party has an ongoing duty to hold Confidential Information in confidence until said Confidential Information no longer qualifies as a trade

secret or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY:

Signature: _____
Typed or Printed Name: _____ Date: _____

RECEIVING PARTY:

Signature: _____
Typed or Printed Name: _____ Date: _____