

**UNITED BUSINESS ALLIANCE, LLC
CONFIDENTIALITY AGREEMENT**

Company defined as: _____

Undersigned defined as: _____

AGREEMENT and acknowledgement between the undersigned prospective buyer (“Undersigned”) and the company for sale (“_____”) whose name will be withheld until receipt of this signed agreement.

WHEREAS, the Undersigned is desirous of obtaining information about _____ for the purpose of an evaluation of relevant data such as financial, market, product or other information necessary to determine _____’s value for a possible purchase of _____ by the Undersigned. _____ considers this information, including its name, as confidential, proprietary and trade secrets. At this time, _____ does not wish for its customers or competitors to learn of its sale as this knowledge may disrupt and negatively affect _____’s current business.

THEREFORE, upon obtaining the above described information verbally and/or in written form, the Undersigned will have been given valuable and adequate consideration and thereby become a fiduciary to _____ to preserve the confidentiality of the information including the knowledge that _____ is for sale.

BE IT KNOWN that _____ will furnish to the Undersigned said confidential information on the following conditions:

1. Undersigned agrees to hold all confidential or proprietary information or financial data in confidence and agrees that it will be used only for the contemplated purpose, and will not be used for any other purpose or disclosed to any third party.
2. No copies will be retained of any written information supplied.
3. At the conclusion of discussion, or upon demand by _____, all information, including written notes, copies or memoranda will be returned to _____.
4. This information will not be disclosed to any consultant or third party unless said party is agreed to by _____ and be bound by the terms of this agreement.
5. It is understood that the Undersigned will have no obligation with respect to any information known by the Undersigned or generally known within the industry prior to the date of this agreement, or that will become common knowledge within the industry thereafter.

6. The Undersigned acknowledges the information to be disclosed may be proprietary or trade secrets and in the event of any breach, the company will be entitled to injunctive relief as a cumulative and not necessarily successive remedy.
7. Other: The parties understand that in the event that the Undersigned and _____ agree at a future date on the terms of a sale of _____'s assets or to different requirements of confidentiality, then a new separate agreement will be written. However, until such an agreement is set forth in writing and signed, this agreement will be in effect and binding.
8. This agreement will be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this _____ day of _____, 20____.

Signature of Undersigned

Print Name and Title

Company Name

Telephone Number