MUTUAL CONFIDENTIALITY AGREEMENT
(Sample Template)

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of [DATE] between [SELLER] and [POTENTIAL BUYER]. [SELLER] and [POTENTIAL BUYER] shall be collectively referred to as the "parties" and individually referred to as a "party".

1. Purpose. The parties wish to explore the potential opportunity to acquire the business advertised at [Advertising Location] and, in connection with this opportunity, a party (the "Disclosing Party) may disclose to the other party (the "Recipient") certain Confidential Information (as defined below) which the Disclosing Party desires Recipient to treat as strictly confidential.

2. "Confidential Information" means any confidential, non-public or proprietary information disclosed to Recipient by the Disclosing Party in writing, orally or by inspection of tangible objects, including, without limitation, any trade secrets, business or financial information, methods of operation, information regarding possible acquisitions and acquisition targets, information of a proprietary nature, current or planned products and services, other confidential information about the business and operations of the Disclosing Party, the fact that the Disclosing Party has disclosed Confidential Information to the Recipient, the fact that discussions or negotiations are taking place or have taken place relating to a business opportunity between the parties or for the Disclosing Party, any details of those discussions or negotiations, or the terms of this Agreement. Confidential Information shall not, however, include, any information which Recipient can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) is received by the Recipient from a third party without an accompanying duty of confidentiality; (iv) is developed independently by Recipient without the use of any Confidential Information; (v) is in the possession of the Recipient at the time of disclosure by the Disclosing Party; or (vi) is approved by the Disclosing Party in writing for release or use by Recipient.

Notwithstanding anything herein to the contrary, in the event that the Recipient is requested or required by judicial action to disclose any Confidential Information or any information relating to the business opportunity, the Recipient shall be permitted to make such disclosure, provided, that the Recipient shall first give the Disclosing Party reasonable prior written notice of such request or requirement and reasonably cooperate with the Disclosing Party (at the Disclosing Party's expense) in seeking a protective order or confidential treatment for any such disclosure.

3. Non-use and Non-disclosure. Recipient agrees on behalf of itself and each of its employees, officers, directors, consultants and agents (collectively, the "Recipient Parties"), not to disclose to any third party or otherwise use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and the Disclosing Party. Recipient agrees on behalf of itself and each of the Recipient Parties not to disclose any Confidential Information to any third parties or to employees of Recipient, except to those employees, agents and consultants of Recipient who are required to have or have a need to know the information in order to evaluate or engage in discussions concerning the contemplated business relationship.

4. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information. Recipient agrees to transmit the Confidential Information only to the Recipient Parties who require or have a need to know such information and only if (a) such Recipient Parties are informed of the obligations set forth herein, and (b) such Recipient Parties shall agree to the non-use and non-disclosure provisions

set forth herein, prior to any disclosure of Confidential Information to such parties. If any Recipient Party breaches the obligations set forth herein, the Recipient agrees to be responsible for such breach. Recipient shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of the Disclosing Party and shall be promptly destroyed or returned to the Disclosing Party upon the Recipient's decision to withdraw from and not pursue the opportunity.

6. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, trade secret, trademark or copyright of the Disclosing Party, nor shall this Agreement grant Recipient any rights in or to the Confidential Information except as expressly set forth herein.

7. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

8. Remedies. Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek to obtain injunctive relief in addition to all legal remedies, without the necessity of posting a bond.

9. Miscellaneous. This Agreement shall be governed by the laws of the [State of Business Location], without reference to conflict of laws principles. The parties irrevocably consent to the jurisdiction of the federal and local courts of the [State of Business Location] for the purpose of any action brought in connection with this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The parties shall not assign or transfer this Agreement in whole or in part, except by operation of law. This Agreement shall inure to the benefit of and be binding on the parties' successors and permitted assigns.

10. No Obligation. Nothing herein shall obligate the Disclosing Party or the Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[Seller].	[Potential Buyer]
By: _____	By: _____
Name:	Name:
Title:	Title: