



CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT **POTENTIAL MERGER OR ACQUISITION**

This CONFIDENTIALITY AGREEMENT (the "Agreement") is by and between **Crossroads Business Advisors, LLC** (hereinafter "Disclosing Party") and _____ (hereinafter "Recipient").

WHEREAS, Recipient has requested information from the Disclosing Party in connection with the consideration of a possible merger or acquisition of a company represented (the "Client Company") by Disclosing Party.

WHEREAS, in the course of consideration of the possible transaction, Disclosing Party may disclose to Recipient confidential, important and/or proprietary trade secret information concerning the Client Company and its activities.

THEREFORE, the parties agree to enter into a confidentiality relationship with respect to the Disclosing Party to Recipient of certain information.

1. **Definitions.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Client Company. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Client Company whether or not Client Company identifies such information as Confidential Information. By example and without limitation, Confidential Information includes, but is not limited to, the Company's Business Plan and plan of operations.

For Purposes of this Agreement, the term "Recipient" shall include Recipient, the company he or she represents, and any and all intermediaries (hereinafter "Intermediary") representing Disclosing Party and Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal and other advisors.

2. **Exclusions.** Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under terms of this Agreement, provided the source of that information was not known by Recipient to be bound by confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Client Company; (b) is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Disclosing Party; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.
3. **Confidentiality.** Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Disclosing Party and Client Company against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Disclosing Party and/or Client Company as a result of breach of this Agreement by Recipient or its Representatives.
4. **Permitted Disclosures.** Recipient may disclose Client Company's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Client Company and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.
5. **Required Disclosures.** Recipient may disclose Client Company's Confidential Information if and to the extent that such disclosure is required by court order, provided the Recipient provides Client Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.
6. **Use.** Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Client Company and shall not in any way use the Confidential Information to the detriment of Client Company. Nothing in the Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of Client Company's Confidential Information.
7. **Return or Destruction of Documents.** If Recipient does not proceed with the possible transaction with Client Company, Recipient shall notify Disclosing Party of that decision and shall, at that time or at any other time upon the request of Disclosing Party for any reason, destroy or return to Disclosing Party any and all record, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Disclosing Party. The destruction or returning of materials shall not relieve Recipient from compliance with other terms and conditions of the Agreement.
8. **No Additional Agreements.** Neither the holding of discussions nor the exchange of material or information shall be constructed as an obligation of Client Company to enter into any other agreement with Recipient or prohibit Client Company from providing

the same or similar information to other parties and entering into agreements with other parties. Client Company reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Client Company and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Client Company and Recipient.

9. Irreparable Harm. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this agreement may cause Disclosing Party and/or Client Company irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Client Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Client Company shall deem appropriate. Such right of Client Company is to be in addition to the remedies otherwise available to Client Company at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Client Company.
10. Survival. This Agreement shall continue in full force and effect for two years.
11. Successors and Assigns. This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.
12. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas, without regard to conflict of law principles.
13. Counterparts and Right. This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right and power to execute this Agreement.
14. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Client Company may have under trade secret, copyright, patent or other laws that may be available to Client Company. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

("Disclosing Party")

Company Name: Crossroads Business Advisors, LLC

By (Print Name): Randy Fletcher

Signature: _____

Title: CEO/Founder

("Recipient")

Company Name: _____

By (Print Name): _____

Signature: _____

Date: _____

Title: _____

Email: _____

Phone: _____