

**NON-DISCLOSURE
AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is made and entered into on _____

("Effective Date", between Latona's LLC, ("Latona's" or "Disclosing Party") and

_____, a _____ organized under the

laws of _____, with offices located at:

("Receiving Party" or
"Buyer").

WHEREAS, the Receiving Party has requested information from Latona's regarding one or more businesses represented and/or listed by Latona's ("Seller"), for purposes of evaluating possible sale transaction(s) involving one or all of said businesses. Receiving Party understand that Latona's has Listing Agreements with Seller.

THEREFORE, in order to induce Latona's and/or Seller to disclose Confidential Information, as described below, to Receiving Party for its evaluation and possible purchase of said business(es) and in consideration for Latona's or Seller's furnishing such information, Receiving Party understands, agrees, represents and warrants to Latona's and Seller as follow:

I. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

A. "Confidential Information" shall include all information or material, from all businesses about which Receiving Party inquired, that (1) is confidential, important and/or proprietary trade secret information; (2) has or could have commercial value or other utility in business or prospective business of Seller and Disclosing Party; and (3) unauthorized disclosure could be detrimental to the interests of Seller and Disclosing Party, whether or not such information is identified as Confidential Information by Disclosing Party or Seller. Confidential Information includes, but is not limited to, the fact that the Seller's business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, business procedures, business inventory, data, contracts, customer lists and data, employee lists and data and supplier lists and data and any other information whether written, oral or otherwise made known to Receiving Party (1) from inspection or examination of books, records, assets, liability, processes or production methods of Seller; (2) from communication with Seller, Disclosing Party, their Representatives, suppliers or customers; or (3) through disclosure or discovery in any other manner. B. "Listing Agreement" shall mean the Agreement between Latona's and Seller in which Latona's was engaged to facilitate the sale of Seller's Business. C. "Receiving Party" or "Buyer" shall include the Receiving Party, the company he or she represents, and all affiliates, subsidiaries and related companies of the Receiving Party. D. "Representative" shall include the officers, directors, shareholders, employees, advisors, attorneys

or prospective financing sources who receive the Confidential Information in good faith. E. "Sales Price" shall mean the total amount paid by Buyer for Seller's Business (as defined below) whether paid in money or otherwise. F. "Seller" or "Seller's Business" shall mean all businesses listed with Latona's, for which the Receiving Party has requested or accessed information for the purpose of evaluating a possible sale transaction(s) involving one or more businesses.

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G. "Party" shall mean Disclosing Party or Receiving Party individually, as the context so requires and

the term "Parties" shall mean, collectively, the Disclosing Party and the Receiving Party. H. The terms "**sale**" or "**purchase**" and any variations used in this Agreement include, but are not limited to, the purchase, sale, merger, acquisition, exchange, issuance, and/or any other disposition (or combination of dispositions) involving the Seller or Seller's Business, any interest in any part of such business, any interest in any part of the Seller or the creation of other interests involving the Seller or Seller's Business.

II. CONFIDENTIALITY. The Receiving Party and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Sections III and IV of this Agreement. The Receiving Party hereby agrees: A. To hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own Confidential Information); B. Not to disclose any such Confidential Information or any information derived therefrom to any

third party; C. Not to make any use whatsoever at any time of such Confidential Information except to evaluate

internally a proposed transaction or its relationship with the Seller and the Disclosing Party;

D. Not to copy or reverse engineer any such confidential information.

This Agreement applies to all Confidential Information presently, previously or hereafter supplied to the Receiving Party, whether disclosed orally or in writing. The Receiving Party hereby agrees to indemnify Disclosing Party against any and all losses, damages, claims, expenses, and attorney's fees incurred or suffered by Disclosing party as a result of a breach of this Agreement by Receiving Party or its Representatives.

III. EXCLUSIONS. Without granting any right or license, the Disclosing Party agrees that the foregoing confidentiality obligations shall not apply to any Confidential Information after three years following the disclosure thereof or any information or material that the Receiving Party can demonstrate: A. was in Receiving Party's possession prior to its being furnished to Receiving Party under the terms of this Agreement, provided the source of that information was not known by Receiving Party to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Disclosing Party or Seller; B. is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party,

generally available to the public; C. is rightfully obtained by Receiving Party from a third party, without breach of any obligation to

Disclosing Party or Seller; or D. is independently developed by Receiving Party without use of or

reference to the Confidential

Information. The Receiving Party may make disclosures required by law or court order, provided the Receiving Party uses diligent reasonable efforts to limit disclosure, notify the Disclosing Party and the Seller and allow the Disclosing Party and the Seller to seek a protective order.

IV. PERMITTED DISCLOSURES. Receiving Party may disclose Disclosing Party's Confidential Information to Receiving Party's 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 the Disclosing Party and only if such Representatives 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 binding code of professional responsibility to protect the confidentiality of such

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Information. The Receiving Party hereby assumes responsibility for any disclosure of Confidential Information by any Representative and agrees to take all reasonable necessary measures to prevent any Representative to whom Confidential Information is disclosed or who have access to Confidential Information from unauthorized disclosure or use of Confidential Information.

V. USE. Receiving Party and its Representatives shall use the Confidential Information solely for the purpose of assessing a possible sale transaction with Seller or a relationship with the Disclosing Party and shall not in any way use the Confidential Information to the detriment of Disclosing Party or Seller. Nothing in this Agreement shall be construed as granting any rights to Receiving Party, by license or otherwise, to any of the Confidential Information.

VI. RETURN OR DESTRUCTION OF DOCUMENTS. Immediately upon the written request of Disclosing Party at any time or if Receiving Party does not proceed with the transaction with Seller or Disclosing Party, Receiving Party shall return to Disclosing Party any and all records, media, notes and other written, printed or other tangible materials in its possession pertaining to the Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate. The destruction or retuning of materials shall not relieve Receiving Party from compliance with other terms and conditions of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES. Any information, including but not limited to Confidential Information, furnished by Latona's has been prepared by or is based on representations by Seller. Buyer understands that Latona's does not audit or verify any information given to Latona's or makes any warranty or representation, express or implied, as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer assumes full responsibility for its reliance upon such information and hereby expressly releases and discharges Latona's from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information provided. Buyer accepts sole and final responsibility for its own due diligence and for the evaluation of Seller's business, its assets, liabilities, financial statements, tax returns and any other facts which might influence the Buyer's decision to purchase and the price Buyer is willing to pay. Buyer understands and acknowledges that it has been advised to engage legal, financial and other advisors and to base any decision regarding the purchase agreement with Seller and the terms of such agreement on Seller's representations, Buyer's own investigation and that of Buyer's aforementioned advisors and not that of

Latona's. The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

VIII. BUYER'S RESPONSIBILITIES AND WARRANTIES. Buyer shall not enter into any agreement for the purchase of the Seller's Business, in whole or in part, or assist or promote any other party in so doing, for a period of two (2) years following the disclosure of Confidential Information regarding the Seller's Business, unless the agreement to purchase provides for commission to be paid to Latona's.

IX. NO SHELL COMPANY. Buyer represents and warrants that it is not a Shell Company, meaning, that it

is not a company with no active business operations.

X. SURVIVAL; ASSIGNMENT. If any provision of this Agreement shall be determined to be invalid, void illegal or inoperative, such provision shall be construed and amended in a manner which would permit its enforcement and maintain the parties' original intent, but in no event shall such provision affect, ³ impair or invalidate any other provision in this Agreement. Buyer may not assign its rights and obligations under this Agreement without the express written consent of Latona's. Latona's may assign or transfer its rights and obligations under this Agreement for any reason, at any time, without notice to, or consent from, Buyer.

XI. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The individual signing this Agreement, whether on behalf of him/herself or on behalf of an entity, agrees to hold Latona's harmless for any and all losses, liability, damages, expenses, costs or consequences arising, directly or indirectly, from his or her absence of actual authority to sign or from any false information provided relating to his or her identity, position, authority and/or purpose for requesting or accessing the Confidential Information.

XII. ENTIRE AGREEMENT; SUCCESSORS. This Agreement constitutes and represents the entire agreement between the parties and supersedes any prior understandings or agreements, written or oral, between the parties respecting the subject matter of this Agreement. This Agreement may be amended, supplemented or modified only upon an agreement in writing executed by all of the parties. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

XIII. GOVERNING LAW. This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located ("Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the court of the Territory.

XIV. WAIVER. Except as provided herein, the failure to exercise a right or require performance of an

obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

XV. HEADINGS. The headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

XVI. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photocopies, signatures reproduced by mechanical, digital or other means, and/or facsimile transmittal signature pages may be used instead of originals.

*[SIGNATURE PAGE TO
FOLLOW]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Receiving Party Disclosing Party:

Signature

Printed Name Rick Latona

Title President

Company

Latona's LLC

Email info@latonas.com

Phone Office +1 787-331-1451

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