

Non- Disclosure Agreement Sample



Confidentiality is key in a business transaction. You will have access to financials, tax returns, trade secrets, and employee information during this process. The seller needs to know you're not gonna put their business in the streets. The NDA protects the seller and makes it clear to the buyer that no information will be share with outside parties.

Non-Disclosure Agreement Sample

It is understood and agreed to that TSM, INC., d/b/a Prime 100 Business Brokers-Nashville, TN , its affiliates, officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and/or employees (herein referred to as P100), may provide certain information about any Prime 100 Business Brokers listing or any other listed business. All business information being disclosed is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and /or trade secret laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as & includes: Invention description(s), technical & business information relating to proprietary ideas & inventions, ideas, patentable ideas, trade secrets, drawings &/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “ Confidential Information” at the time of its disclosure.

2. Because of this agreement, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals, and or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept, and agree that the identities of the contacts will be recognized as exclusive and valuable contacts of P100 and will remain so for the duration of this agreement.

3. The Parties agree to keep confidential the names of any contacts introduced or revealed to them, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate, or participate in any transactions with any of the contacts without first entering a written agreement with TSM unless TSM gives prior written permission. Such confidentiality will include any names, addresses, telephone, facsimile numbers, and or other pertinent information disclosed or revealed. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees, and/or independent contracts (collectively referred to as “affiliates”) having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from P100 unless required to do so by law.

4. The parties agree not to disclose, reveal, or make use of any information during discussion or observation regarding methods, concepts, ideas, products/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of P100.

5. This Agreement states the entire agreement between parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing & signed by parties.

6. The parties acknowledge that all information concerning SELLER'S business, Assets, and Premises, whether furnished before or after the execution of this Agreement, was and is supplied by SELLER to PURCHASER, and that BROKER has not made nor does BROKER make any warranty or representation as to the genuineness, accuracy, and truthfulness of any and all information of the business, notwithstanding the fact that any such information may have been delivered by BROKER to PURCHASER and/or PURCHASER'S representatives, it being understood that in so doing, BROKER has acted merely as a conduit for the information between SELLER and PURCHASER.

WHEREFORE, the recipient acknowledged that he/she/they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.



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