

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is made and executed as of the date shown at the foot of this document by _____ ("Prospective Buyer") upon which _____ ("Seller") is relying in making certain confidential information available to Prospective Buyer.

RECITALS

A. Seller is seeking offers to purchase Seller's business and real estate known as _____ and located at _____ (the "Business").

B. Prospective Buyer has a serious interest in the Business and either has delivered an Offer to Purchase to the Seller or is considering terms to be included in such an Offer Prospective Buyer intends to make.

C. Prospective Buyer has requested certain information about the Business which is confidential and which, if disclosed to others, could have a significant detrimental impact upon Seller's interest in the Business.

D. "Confidential Information" shall mean all information about the Business which Seller has not made available to the public at large.

E. Confidential Information is a significant part of Seller's business assets. This Confidential Information is the basis for Seller's ability to generate revenue and has been acquired through the investment of considerable time, expense and effort.

F. The Confidential Information is not known to Seller's competitors. The disclosure of Confidential Information to a competitor, directly or indirectly, would provide economic value to that competitor and would cause a loss of income to Seller.

G. Seller is willing to make certain Confidential Information available to Prospective Buyer but only upon the Prospective Buyer executing this Agreement, making those promises contained herein and consenting to the remedies provided below in the case of a violation of the Agreement.

COVENANTS OF PROSPECTIVE BUYER

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Prospective Buyer makes the following statements and promises, upon which the Seller is relying in making such information available to Prospective Buyer:

1. The above Recitals are accurate and are an integral part of this Confidentiality and Nondisclosure Agreement.

2. Prospective Buyer agrees to review, examine, inspect or obtain Confidential Information only for the purpose of pursuing and evaluating an Offer to Purchase the Business from Seller and to otherwise hold such information confidential pursuant to the terms of this Agreement. All Confidential Information shall belong to and remain the property of Seller.

3. Prospective Buyer agrees to hold all Confidential Information in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose and shall not be disclosed to any third party, except as provided below.

4. The Confidential Information is not to be copied, delivered, transferred or communicated in any way to any other party or maintained or kept by Prospective Buyer without the written permission of Seller.

5. At the conclusion of any discussions, or upon demand by Seller, all Confidential Information including, but not limited to, prototypes, written notes, photographs, photocopies, sketches, models, memoranda and notes taken, including such information which exists or has been converted to electronic or similar media, shall be returned to Seller.

6. Confidential Information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved in writing by Seller.

7. This Agreement is the personal obligation of each person who executes it or agrees to be bound by its terms regardless of whether the signature appears to be made as a representative or agent of another party.

8. Any violation of this Agreement as it relates to the records and files and the duty to maintain secrecy with regard to the same shall be considered a violation of the Uniform Trade Secrets Act, Wisconsin Statutes Section 134.90, as amended, which shall allow Seller to obtain the remedies found in said Act.

9. Notwithstanding Paragraph 8, above, in the event of a breach of this Agreement by any person bound by it, and, in light of the likely harm to be caused Seller as a result, the Seller shall be entitled to one or more of the following remedies: (a) temporary and permanent injunctive relief; (b) compensatory damages to pay both the actual loss caused by the violation and unjust enrichment not taken into account in computing actual loss; (c) punitive damages in an amount not exceeding twice the compensatory damages award, if the violation is willful and malicious; and (d) any other remedy determined by a Court to be appropriate under the circumstances.

10. The Prospective Buyer, and all other persons bound by this Agreement consent to the jurisdiction of the State Courts of the State of Wisconsin and any dispute arising from this Agreement shall be venued in the Circuit Court for Outagamie County.

11. In the event of a violation of this Agreement, the Seller shall be entitled to recover all Seller's costs and expenses plus triple the cost of all reasonable attorneys' fees incurred by Seller as a result of such violation, regardless of whether litigation is actually commenced.

AGREED AND ACCEPTED BY:

_____ Date
[name]