



NON-DISCLOSURE AGREEMENT (NDA)

MUTUAL CONFIDENTIALITY AGREEMENT

Date: [Insert Date]

Platform: Acquireyet.com

PARTIES

DISCLOSING PARTY (Seller):

- Name: _____
- Business Name: _____
- Address: _____
- Email: _____
- Phone: _____

RECEIVING PARTY (Prospective Buyer):

- Name: _____
- Business/Entity Name: _____
- Address: _____
- Email: _____
- Phone: _____

RECITALS

WHEREAS, Disclosing Party owns and operates an online business listed for sale on Acquireyet.com;

WHEREAS, Receiving Party is interested in potentially acquiring the Business and desires to review confidential and proprietary information about the Business;

WHEREAS, Disclosing Party is willing to disclose such confidential information to Receiving Party for evaluation purposes only, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE

This Agreement is entered into to protect confidential and proprietary information that may be disclosed by Disclosing Party to Receiving Party in connection with Receiving Party's evaluation of a potential acquisition of the Business through the Acquireyet.com platform.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 Confidential Information Includes

"Confidential Information" means any and all information, whether written, oral, electronic, or visual, disclosed by Disclosing Party to Receiving Party, including but not limited to:

(a) Financial Information:

- Revenue, profit, and expense data
- Financial statements, tax returns, and accounting records
- Pricing information, profit margins, and cost structures
- Bank account information and financial projections

(b) Business Operations:

- Business plans, strategies, and marketing plans
- Operational procedures, workflows, and processes
- Customer acquisition costs and conversion rates
- Supplier and vendor information and contracts

(c) Technical and Digital Assets:

- Website analytics and traffic data
- Search engine optimization (SEO) strategies and techniques
- Content management systems and technical infrastructure
- Source code, algorithms, and proprietary software
- Domain names and website architecture

(d) Customer and Market Data:

- Customer lists, email databases, and contact information
- User demographics and behavior patterns
- Market research and competitive analysis
- Affiliate relationships and partnership agreements

(e) Intellectual Property:

- Trade secrets, know-how, and proprietary processes
- Trademarks, copyrights, and brand assets
- Content libraries and creative materials

- Product development information

(f) Strategic Information:

- Growth strategies and expansion plans
- Acquisition and monetization strategies
- Future product or service offerings
- Any other information marked as "Confidential" or that reasonably should be understood to be confidential

2.2 Exclusions from Confidential Information

Confidential Information does not include information that:

- (a)** Is or becomes publicly available through no breach of this Agreement by Receiving Party;
- (b)** Was lawfully in Receiving Party's possession prior to disclosure by Disclosing Party, as evidenced by written records;
- (c)** Is independently developed by Receiving Party without use of or reference to the Confidential Information;
- (d)** Is rightfully received by Receiving Party from a third party without breach of any confidentiality obligation;
- (e)** Is required to be disclosed by law, court order, or government regulation, provided that Receiving Party provides prompt notice to Disclosing Party to allow for protective action.

3. OBLIGATIONS OF RECEIVING PARTY

3.1 Use of Confidential Information

Receiving Party agrees to:

- Use the Confidential Information solely for the purpose of evaluating the potential acquisition of the Business
- Not use the Confidential Information for any other purpose, including competitive purposes or personal gain
- Not use the Confidential Information to develop, operate, or invest in a competing business

3.2 Protection of Confidential Information

Receiving Party agrees to:

- Maintain the Confidential Information in strict confidence
- Protect the Confidential Information with at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care
- Not disclose the Confidential Information to any third party without prior written consent of Disclosing Party

- Limit access to the Confidential Information to those employees, advisors, or representatives who have a legitimate need to know and who have been informed of the confidential nature of the information

3.3 Non-Disclosure

Receiving Party shall not:

- Disclose the existence of this Agreement or the discussions between the parties
- Disclose the identity of Disclosing Party or the Business without prior written consent
- Make any public statements or announcements regarding the potential transaction
- Contact customers, suppliers, employees, or business partners of the Business without prior written approval

3.4 No Reverse Engineering

Receiving Party shall not reverse engineer, disassemble, or decompile any software, code, or technical materials provided by Disclosing Party.

4. PERMITTED DISCLOSURES

4.1 Advisors and Representatives

Receiving Party may disclose Confidential Information to:

- Legal counsel, accountants, and financial advisors
- Potential financing sources or investors (with prior written consent)
- Other professional advisors who are bound by confidentiality obligations

Receiving Party shall be responsible for any breach of this Agreement by its advisors or representatives.

4.2 Required Disclosures

If Receiving Party is required by law to disclose any Confidential Information, Receiving Party shall:

- Promptly notify Disclosing Party in writing
- Cooperate with Disclosing Party's efforts to obtain protective orders or other confidential treatment
- Disclose only the minimum information required by law

5. NO LICENSE OR OWNERSHIP RIGHTS

Nothing in this Agreement grants to Receiving Party any license, right, title, or interest in the Confidential Information, the Business, or any intellectual property of Disclosing Party. All Confidential Information remains the sole property of Disclosing Party.

6. NO OBLIGATION TO PROCEED

This Agreement does not obligate either party to proceed with any transaction. Either party may terminate discussions at any time for any reason without liability.

7. RETURN OR DESTRUCTION OF INFORMATION

Upon written request by Disclosing Party or upon termination of discussions, Receiving Party shall promptly:

- Return all Confidential Information, including all copies, notes, and derivatives
- Delete all electronic copies and ensure permanent deletion from all systems
- Provide written certification of compliance with these requirements

Receiving Party may retain one copy of the Confidential Information solely for legal compliance purposes, provided such copy remains subject to this Agreement.

8. NO SOLICITATION

For a period of **[12-24 months]** following the date of this Agreement, unless a transaction is successfully completed, Receiving Party shall not, without prior written consent of Disclosing Party:

- Solicit or hire any employees or contractors of the Business
- Interfere with the Business's relationships with customers, suppliers, or partners
- Solicit or contact any customers, users, or subscribers of the Business for competing purposes

9. NO COMPETITION

If discussions do not result in a completed transaction, Receiving Party agrees that for a period of **[12 months]** following termination of discussions, Receiving Party shall not use the Confidential Information to develop, launch, or operate a competing business in the same niche or market segment.

10. NO WARRANTIES

The Confidential Information is provided "AS IS" without any warranty of any kind. Disclosing Party makes no representation or warranty regarding the accuracy or completeness of the Confidential Information. Receiving Party agrees to conduct its own independent due diligence and verification.

11. REMEDIES

11.1 Irreparable Harm

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages would be an inadequate remedy.

11.2 Equitable Relief

In the event of a breach or threatened breach, Disclosing Party shall be entitled to:

- Seek injunctive or other equitable relief without posting bond
- Seek monetary damages and all other available remedies
- Recover all costs and attorneys' fees incurred in enforcing this Agreement

11.3 No Waiver

The rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

12. TERM AND TERMINATION

12.1 Term

This Agreement shall remain in effect for a period of **[2-5 years]** from the date of execution.

12.2 Survival

The obligations of confidentiality and non-use shall survive termination of this Agreement and continue for the full term specified above.

12.3 Termination

Either party may terminate discussions at any time by providing written notice to the other party. Termination does not relieve Receiving Party of its obligations under this Agreement.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior agreements, understandings, and communications, whether written or oral.

13.2 Amendments

This Agreement may be amended only by a written instrument signed by both parties.

13.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[State/Country]**, without regard to conflict of laws principles.

13.4 Jurisdiction and Venue

Any legal action arising out of this Agreement shall be brought exclusively in the courts of **[Location]**, and both parties consent to the jurisdiction of such courts.

13.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.6 Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

13.7 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

13.8 Notices

All notices under this Agreement shall be in writing and delivered by email or certified mail to the addresses set forth above. Notice shall be deemed effective upon receipt.

13.9 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall have the same legal effect as original signatures.

13.10 Acquireyet.com Platform

Both parties acknowledge that this transaction is being facilitated through Acquireyet.com and agree to comply with the platform's terms of service and policies regarding confidentiality and professional conduct.

14. ACKNOWLEDGMENT

Both parties acknowledge that they have read this Agreement, understand its terms, and agree to be bound by its provisions. Each party represents that it has the authority to enter into this Agreement.

The parties understand that this Agreement is a legally binding contract and that violation of its terms may result in significant legal and financial consequences.

SIGNATURES

DISCLOSING PARTY (SELLER):

Signature: _____ Print Name: _____

Title (if applicable): _____
Date: _____

RECEIVING PARTY (PROSPECTIVE BUYER):

Signature: _____ Print Name: _____

Title (if applicable): _____
Date: _____

IMPORTANT NOTICE TO BOTH PARTIES:

This Non-Disclosure Agreement is designed to protect sensitive business information during the evaluation process. Both parties should:

- Keep all shared information strictly confidential
- Use information only for evaluation purposes
- Not contact the business's customers, suppliers, or employees without permission
- Promptly return or destroy all information if the transaction does not proceed
- Seek legal advice if uncertain about any provision

Violation of this Agreement may result in legal action and significant financial damages.

Document prepared for Acquireyet.com platform transactions. This is a template document. Parties should consult with qualified legal counsel before executing this agreement.