

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into on the date of

_____ by and between **Exit Advisor** ("Disclosing Party") and _____ ("Receiving Party").

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information and is willing to provide the Receiving Party access to such information for evaluation of potential business matters, provided the Receiving Party agrees to maintain the confidentiality of such information; **NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

1. Confidential Information. The term "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or by any other means, that is marked as confidential or proprietary or that the Receiving Party knows or reasonably should know is confidential or proprietary based on the nature of the information and the circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, financial information, customer lists, trade secrets, inventions, discoveries, designs, processes, formulas, algorithms, software programs, and any other information that is not generally known to the public. For the purposes of this Agreement, Confidential Information also includes all such information relating to any businesses that the Disclosing Party currently represents or may represent in the future. Confidential Information includes all disclosed material, whether written, oral, or electronic, that is marked confidential or should reasonably be considered as such, covering business plans, customer lists, trade secrets, and other non-public information. The Receiving Party must not use or disclose such information except as expressly permitted by this Agreement and must return or destroy all copies upon termination or request. Immediate notification of any breach is required, with cooperation to mitigate unauthorized use. Amendments or waivers to this Agreement must be in writing and signed by both parties.

2. Scope of the Agreement. The Receiving Party acknowledges and agrees that the Disclosing Party, in their capacity as an Exit Advisor, may represent multiple businesses and, therefore, the Confidential Information may include data, knowledge, and information pertaining to various businesses that the Disclosing Party is advising or representing. The Receiving Party agrees that its nondisclosure obligations under this Agreement shall extend to all such businesses that the Disclosing Party represents or advises, and that any unauthorized disclosure or use of Confidential Information related to any of these businesses shall be deemed a breach of this Agreement.

3. Non-Disclosure Obligations. The Receiving Party agrees to maintain the confidentiality of all Confidential Information disclosed to it by the Disclosing Party. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law. The Receiving Party shall use the same degree of care to protect the confidentiality of the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

4. Nonsolicitation & First Right of Refusal. During the term of this Agreement and for a period of

twelve (12) months after the termination of this Agreement for whatever reason, the Receiving Party agrees not to attempt to circumvent, divert or interfere with the development of the other Party's business by soliciting, hiring, contracting, communicating with any employee of the Disclosing Party. The Receiving party agrees not to hire, or partner with any introduced clients, members, affiliates, or entities from Exit Advisor's Network without Exit Advisor's written consent.

5. Evaluation and Introductions. The Receiving Party acknowledges that the Disclosing Party may introduce potential opportunities and related owners, representatives, counterparties, or other parties for evaluation. Information shared is provided solely for evaluating a potential transaction through the Disclosing Party's process and may not be used to identify, contact, or pursue such opportunities outside of that process without prior written consent. The Receiving Party agrees to provide reasonable verification of identity or financial capability upon request. Any information provided may originate from third parties and is shared without representation or warranty as to its accuracy, and the Receiving Party remains responsible for conducting its own independent investigation and due diligence.

5. Term. This Agreement shall remain in effect until mutually agreed upon in writing and for a period of 2 years thereafter.

6. Remedies. The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Wyoming, USA without giving effect to any choice of law or conflict of law provisions.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RECEIVING PARTY

Full Name

Signature