

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into by and between _____
business owned by _____, residents of _____,
Vermont (referred to herein as "Seller") and _____,
(referred to herein as "Prospective Purchaser").

WHEREAS, Seller is engaged in the _____ business; and

WHEREAS, Prospective Purchaser is considering the purchase of the business; and

WHEREAS, it is agreed that the financial investment of Seller and the unique features of the

_____ Business constitute a protectable business interest which
Prospective Purchaser covenants and agrees not to copy, disclose, divulge, or make known to
any other person, company, or firm.

NOW THEREFORE, in conjunction with and in consideration of Seller introducing and
disclosing to Prospective Purchaser the financial information, the sufficiency of which said
consideration is hereby acknowledged, the parties agree as follows:

1. Prospective Purchaser is considering purchasing the business from Seller. It is understood that this Agreement does not obligate Prospective Purchaser to purchase the business, and that if Prospective Purchaser decides to purchase the business, the purchase and sale transaction shall only become a binding obligation upon the parties by their entering into a purchase and sale contract for the business.
2. Seller has agreed to disclose to Prospective Purchaser the features and components of the _____, in order that Prospective Purchaser may make an informed decision regarding purchase of the business. In return, Prospective Purchaser covenants and agrees that if Prospective Purchaser decides not to purchase the business from Seller, Prospective Purchaser shall not, directly or indirectly, whether as an individual, partner, stockholder, director, officer, principal, employee, consultant, or in any other capacity, copy, utilize, employ, reveal, divulge, disclose, or make to any person, firm, company, other individual or entity any of the features, techniques, or components of the business. This covenant and agreement by Prospective Purchaser is in recognition of the financial investment, work, and unique features and components of the business that Seller has created and developed.
3. In the event Prospective Purchaser violates the covenants stated herein, Seller may institute appropriate legal proceedings to enjoin and recover damages from Prospective Purchaser and any other person or entity copying, utilizing, employing, or in any way benefiting from information, ideas, and other materials protected from disclosure or use by virtue of this Agreement. Prospective Purchaser acknowledges that the restrictions contained herein are fair, reasonable, and necessary to protect Seller's financial investments, efforts, and conceptual development of the _____ business.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. In the event any provision shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the remainder of the Agreement.

Dated at _____, Vermont, on this _____ day of _____, 2004.

By _____

Address: _____

Telephone: _____

Fax: _____

Email: _____