CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into by and between SIMPSON SALES UNLIMITED				
business owned by WADE SIMPSON, residents of HYDE PARK,				
Vermont (referred to herein as "Seller") and TIM HALL				
(referred to herein as "Prospective Purchaser").				
WHEREAS, Seller is engaged in the GARAGE DOOR SALES 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				
Starts 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:				
 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. Seller has agreed to disclose to Prospective Purchaser the features and components of the 				
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 HARDWICK VI, Vermont, on this 29 day of ARRIL. 20 19
	By TIM HALL Address:
>	×
	Telephone: 802.371-8901 Fax:
	Email: tornh @ hotmail. com



1800 Mountain Road, Po Drawer 539, Stowe, VT 05672 ~ (802) 253-9771

Buyer's Confidentiality Agreement

In connection with your inquiry of properties we have available for sale, Pall Spera Company Realtors agrees to provide you with information which may be confidential. In consideration of receiving this information, you agree to:

- 1. Keep confidential the fact that the businesses & properties are for sale.
- 2. Keep confidential any information we send to you with the exception of disclosure only to people directly involved in your purchase (potential partners, attorneys, accountants, bankers, or appraisers).
- 3. Provide Pall Spera Company Realtors with the names and relationships of any people to whom you have disclosed information provided to you by us (see No. 2).
- 4. All visits and inspections will be arranged through and in the presence of a representative of Pall Spera Company Realtors.
- 5. Use any information sent to you for the sole purpose of making a decision about a possible purchase.
- 6. Provide Pall Spera Company Realtors and/or the sellers with all requested personal information necessary to consummate a transaction, such as résumé and financial statement.
- 7. Information provided to you under this Confidentiality Agreement has been obtained from the Seller, or other sources, and is deemed reliable but not verifiable or warranted by Pall Spera Company Realtors. Pall Spera Company Realtors has relied upon the Seller or its representatives as to the accuracy of said information and therefore recommends that buyers investigate and independently verify this information to their reasonable satisfaction. You agree to hold Pall Spera Company Realtors harmless from any damages incurred as the result of inaccurate, or otherwise flawed information.

Agreed and Accepted:

	1		X
(TIM HALL)		Signature	Date
	X	Print or Type Name	
	×	Street Address	
	K	City, State & Zip	