



MUTUAL NON-DISCLOSURE AGREEMENT

EFFECTIVE DATE: **TO**

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date above by and between (“Receiving Party”), its agents, and assigns and (“Disclosing Party”); (sometimes collectively referred to as the “Parties” and individually referred to as a “Party”). The Parties are discussing a business relationship and may enter into a business relationship. Each Party may disclose during discussions and during the course of any business relationship certain confidential information. The Party disclosing confidential information hereunder is hereafter referred to as the “Disclosing Party” and the Party receiving confidential information hereunder is hereafter referred to as the “Receiving Party.”

In addition to the terms of this Confidentiality Agreement hereinbelow, the Receiving Party acknowledges, agrees, and accepts that the information is related to an ongoing, operating business. As such, employees have not been informed of the potential sale of the business, thus, the Receiving Party agrees it/he/she, its assigns, agents or employees, shall not communicate or speak to the employees or approach any of the employees or the customers during the period of the Agreement. Receiving Party agrees that any negative impact to the business as a result of any communications between Receiving Party and its employees, it shall be liable to the Disclosing Party.

A tour, when requested, may be scheduled with the Business Intermediary during a mutually agreed upon time during non-peak business hours. Accepted and acknowledged (initials)

1. Confidential Information

a. Confidential Information shall mean any information that is not publicly available and relates to Disclosing Party’s: (1) business policies and practices; (2) proprietary business information, including without limitation financial condition, policies and procedures, organizational and/or employee and franchisee data, costs, and associate information; (3) information received from others that Disclosing Party is obligated to treat as confidential or proprietary; and (4) other information that the Disclosing Party deems to be confidential or proprietary.

b. Confidential Information shall not include any information included above in paragraph (a) that a Receiving Party can conclusively establish: (1) entered the public domain without Receiving Party’s breach of any obligation owed to Disclosing Party; or (2) (i) became known by or available to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party, or (ii) became known by or available to Receiving Party from a source other than Disclosing Party subsequent to Disclosing Party’s disclosure of such information to Receiving Party, provided such source was not in breach of any obligation of confidentiality, as evidenced by written documents received by Receiving Party.

c. Confidential Information in any tangible medium may be marked “CONFIDENTIAL.” Confidential information shall also include other nonpublic information that reasonably ought to be deemed confidential, given the circumstances of disclosure.

d. If Receiving Party reproduces Confidential Information in any tangible medium, Receiving Party shall mark such information “CONFIDENTIAL.”

2. Restrictions

a. Receiving Party shall not use, disclose, or reveal Disclosing Party as the source or owner of the Confidential Information to third parties, except to employees of Receiving Party who have a need to know such information to fulfill Receiving Party’s obligations to Disclosing Party.

b. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to safeguard its own confidential information, to prevent disclosure of the Confidential Information and agrees Disclosing Party is a third-party beneficiary of any confidentiality obligations owed by third parties to Receiving Party.

c. Confidential Information may be reproduced, summarized, or otherwise copied only as reasonably necessary for Receiving Party to pursue its business relationship with Disclosing Party.

d. Receiving Party may not reverse engineer, de-compile or disassemble any Confidential Information provided to Receiving Party.

3. Rights and Remedies

a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use, disclosure or dissemination of Confidential Information, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use, disclosure or dissemination.

b. Receiving Party shall return all originals, copies, reproductions and summaries of the Confidential Information and materials at Disclosing Party's request.

c. Disclosing Party retains all rights and remedies afforded it under patent, copyright, trade secret, trademark, and other laws of the United States and the states thereof, or any applicable foreign countries, including without limitation any laws designed to protect proprietary or confidential information. Receiving Party acknowledges that monetary damages may not be sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any additional rights or remedies available to Disclosing Party at law, in equity, or by statute, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. **Miscellaneous**

a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications between the Parties or their representatives. It shall not be modified except by a signed, written agreement dated subsequent to the date of this Agreement. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

b. This Agreement shall be construed under the internal laws of the State of Maryland, and both Parties consent to jurisdiction in the state and federal courts sitting in [] Maryland.

c. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.

d. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that portion shall be severed, and a new enforceable provision shall be substituted therefor to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of this Agreement shall remain in full force and effect.



Financial Statement

AS OF: _____

Name: _____

Address: _____

City, State, Zip code: _____

Contact Number: _____

Position or Occupation _____

Business Name _____

Business Address _____ Business Phone _____

* List all amounts in dollars. Omit Cents

ASSETS	AMOUNT
Deposits in Banks & Other Financial Inst	
Cash Value of Life Insurance	
Notes and Accounts Receivable	
Marketable Stocks & Bonds	
Stocks in Closely Held Corporations	
Assets of Proprietorships	
Assets in Partnerships & Joint Ventures	
Vehicles, Boats, Machinery, & Equipment	
Wholly Owned Real Estate	
Partially Owned Real Estate	
Vested Interest in Pension/Retirement Accts	
Personal Property Furniture etc.	
TOTAL ASSETS	

LIABILITIES AND NET WORTH	AMOUNT
Other Loans Payable	
Loans on Life Insurance	
Taxes Due - Income	
Credit Card or Accounts Payable	
Liabilities of Proprietorships	
Liabilities of Partnerships/Join Ventures	
Loans on Vehicles, Boats, Machines and Equipment	
Wholly Owned Real Estate (balance owed)	
Total Liabilities	
Net Worth	
TOTAL NET WORTH AND LIABILITIES	

Please complete all appropriate schedules. If space is inadequate, attach an additional sheet.

ANNUAL SOURCES OF INCOME	
FOR YEAR ENDED _____	
(Attach a copy of your most recent Income Tax Return and K-1's)	
Salaries	
Bonuses & Commissions	
Dividends	
Interest	
Net Profits from:	
Real Estate Income	
Restaurant	
Construction Company	
TOTAL INCOME	

IN WITNESS WHEREOF, the Parties have executed this Agreement as the day and year first set forth above.

Disclosing Party

Signed by:

franzantaki@gmail.com
ACD66DB68A084FE...

Signature:

Name & title:

Receiving Party

Signature:

Name & title: