

## NON-DISCLOSURE & NON-SOLICITATION AGREEMENT

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This Non-Disclosure & Non-Solicitation Agreement (“Agreement”) is made by is effective as of the date executed by the undersigned Prospective Buyer.

Prospective Buyer/Buyer’s Broker acknowledges it has executed that certain Non-Disclosure Agreement with Lake County Advisors (“Broker”) on \_\_\_\_\_ (insert date(s) of execution) with respect to Listing #: **2293** (the “Non-Disclosure Agreement”). The Non-Disclosure Agreement and Listing # relate to the seller of a particular business (“Seller”) that has hired Broker in connection with the marketing and sale of the business.

In consideration of Seller authorizing Broker to provide Prospective Buyer/Buyer’s Broker information and documents relating to Seller’s business, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prospective Buyer/Buyer’s Broker covenants and agrees as follows:

1. Non-Disclosure Agreement. All of the terms of the Non-Disclosure Agreement are here incorporated by this reference and Prospective Buyer/Buyer’s Broker affirms the terms thereof and the obligations of Prospective Buyer/Buyer’s Broker thereunder. In the case of any conflict between the terms of this Agreement and the Non-Disclosure Agreement, the terms of this Agreement shall control as between Prospective Buyer/Buyer’s Broker and Seller (but not as between Prospective Buyer/Buyer’s Broker and Broker, for which the terms of the Non-Disclosure Agreement shall control).

2. Non-Solicitation Covenant. For a period of one (1) year from the effective date of this Agreement, Prospective Buyer/Buyer’s Broker will not, either directly or indirectly through another person or entity, solicit or induce, or attempt to solicit or induce: (i) any employee to leave the employment of Seller or otherwise interfere with the relationship between Seller and any of Seller’s employees; or (ii) any client, customer, supplier, agent, contractor, or other business relation of Seller to cease doing business with Seller or otherwise interfere with such business relationships with Seller.

3. Remedies. Prospective Buyer/Buyer’s Broker acknowledges that any breach of any of the provisions of this Agreement or the Non-Disclosure Agreement will cause substantial and irreparable harm to Seller for which money damages alone would be an inadequate remedy. Accordingly, in the event of Prospective Buyer/Buyer’s Broker’s breach or threatened breach of any of the provisions of this Agreement or the Non-Disclosure Agreement, Seller shall be entitled to an injunction restraining Prospective Buyer/Buyer’s Broker from such breach and to recover all costs, including without limitation reasonable attorney fees, and monetary damages incurred in connection with enforcing this Agreement or the Non-Disclosure Agreement, in addition to any other rights or remedies available at law or in equity. Nothing in this Agreement shall be construed as prohibiting Seller from pursuing any other remedies available for such breach, threatened breach, or any other breach of this Agreement or the Non-Disclosure Agreement.

4. Reasonableness. Prospective Buyer/Buyer’s Broker acknowledges and agrees that the remedies and the scope and durations of the restrictions contained in this Agreement and the Non-Disclosure Agreement are fair, reasonable, and minimally necessary to protect the legitimate business interests of Seller, and that the strict enforcement thereof will not place an undue burden upon Prospective Buyer/Buyer’s Broker.

5. Severability & Reformation. If any provision of this Agreement or the Non-Disclosure Agreement, or the application of which to any person or circumstance, is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the Non-Disclosure Agreement, or the application of such provision(s) to persons or circumstances other than those to which the provision(s) is held invalid or unenforceable, shall not be affected thereby and each remaining provision shall be valid to the fullest extent permitted by law. Such court shall have the express authority to reform this Agreement or the Non-Disclosure Agreement to provide for reasonable restrictions or grant Seller such other relief as is reasonably necessary to protect Seller's legitimate business interests. Such reformation may include, but is not limited to, reducing the scope or duration of a provision to an extent or length of time reasonable enough to be enforceable.

6. Amendments & Construction. This Agreement may be amended or superseded only by a writing duly executed by Prospective Buyer/Buyer's Broker and Seller. Prospective Buyer/Buyer's Broker acknowledges having an opportunity to review and negotiate the terms of this Agreement and agrees that this Agreement shall not be construed against any party as drafter.

7. Venue. Any action brought by Prospective Buyer/Buyer's Broker or Seller with respect to each other shall be brought within the Circuit Court for Dane County, Wisconsin, to which venue Prospective Buyer/Buyer's Broker hereby irrevocably consents.

The undersigned Prospective Buyer/Buyer's Broker has executed this Non-Disclosure & Non-Solicitation Agreement, intending to be bound thereby.

**PROSPECTIVE BUYER/BUYER'S BROKER:**

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Signature Date

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Print Name

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Signature Date

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