

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Mutual Non-Disclosure and Non-Circumvention Agreement (“Agreement”) is entered into as of [Date____], by and between:

BizNegotiators.com, a business advisory entity owned and operated by Biz Emerge, Inc. (“BN”) and

[Name of Prospective Client], (“Prospective Client”).

Collectively referred to as the “Parties.”

1. Purpose

The Prospective Client is exploring the potential of engaging BN to provide business negotiation services. In connection with this potential relationship, either Party may disclose to the other certain confidential and proprietary information. The purpose of this Agreement is to prevent unauthorized disclosure and use of such information.

2. Definition of Confidential Information

“Confidential Information” includes any non-public, proprietary, or sensitive information, whether disclosed orally, in writing, or electronically, including but not limited to: business plans, customer information, transaction details, financials, strategies, negotiations in progress, contact lists, pricing, marketing approaches, proposals, and other materials not generally known to the public. Confidential Information also includes information disclosed before the date of this Agreement and any redacted or partially presented materials.

3. Obligations of Confidentiality

Each Party agrees to:

- (a) use the Confidential Information solely for evaluating or pursuing a potential business relationship;
- (b) protect the confidentiality of such information using reasonable measures, no less protective than those used for its own sensitive information; and
- (c) not disclose any Confidential Information to any third party without prior written consent, except to its advisors, employees, or agents with a legitimate need to know who are also bound by confidentiality obligations.

Each Party further agrees not to copy, reproduce, or reverse-engineer any Confidential Information without written authorization from the disclosing Party.

4. Exclusions from Confidential Information

This Agreement does not apply to information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) is lawfully received from a third party not under confidentiality restrictions;

- (c) was already known to the receiving Party prior to disclosure; or
- (d) is independently developed without reference to the Confidential Information.

5. Return or Destruction of Materials

Upon request, each Party will promptly return or destroy all Confidential Information and any materials derived from it, and confirm destruction or return in writing if requested.

6. No License or Commitment

Nothing in this Agreement grants any rights to intellectual property, or constitutes an agreement to engage in any transaction or enter into a binding business relationship. Neither Party is obligated to proceed with any proposed business.

7. Term and Survival

This Agreement shall be effective as of the date first written above and remain in effect for two (2) years. The confidentiality obligations hereunder shall survive for three (3) years following the date of last disclosure, or longer if required by law with respect to trade secrets.

8. Injunctive Relief

A breach of this Agreement may cause irreparable harm. The non-breaching Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies, in addition to any legal or monetary remedies available.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted under the laws of the State of Connecticut. Any disputes shall be resolved exclusively in the state or federal courts located in Hartford, CT, and the Parties consent to personal jurisdiction in such courts.

10. Entire Agreement

This Agreement constitutes the full understanding between the Parties and supersedes any prior or contemporaneous agreements or discussions, written or oral. Modifications must be made in writing and signed by both Parties.

11. Non-Circumvention

The Prospective Client agrees that, for a period of two (2) years from the date of this Agreement, it shall not, directly or indirectly, circumvent, contact, negotiate with, or enter into any business transaction with any parties introduced by BN, without the prior written consent of BN. This includes but is not limited to clients, vendors, buyers, sellers, investors, partners, or other business connections disclosed or made available during the course of discussions. Any violation of this clause will constitute a material breach of this Agreement and entitle BN to remedies, including but not limited to lost compensation or fees.

12. Electronic Signatures and Website Execution

The Parties agree that this Agreement may be executed electronically, including through a digital form or submission on the BizNegotiators.com website. By completing and submitting the online form and checking any required acknowledgment box, the Prospective Client agrees to be legally bound by the terms of this Agreement. The Parties further agree that electronic signatures, whether

digital, typed, or otherwise indicated through online submission, shall have the same force and effect as original handwritten signatures and shall be deemed legally binding and enforceable. A copy of this Agreement, including electronic or digital versions, shall be considered an original.

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

BizNegotiators.com.COM

Signature: /s/ _____

Name: _____

Title: _____

Date: _____

Prospective Client

Signature: /s/ _____

Name: _____

Title: _____

Date: _____

UNSIGNED COPY - FOR REVIEW PURPOSES