



## NON-DISCLOSURE AGREEMENT

Please complete and signed the following Non-Disclosure Agreement.

Then email to [jeff@360assetadvisors.com](mailto:jeff@360assetadvisors.com) to receive additional information regarding the Bonny Business Ventures LLC Bankruptcy.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Partnership (if applicable): \_\_\_\_\_

(N/A if none)

THIS CONFIDENTIALITY, SECRECY AND NON-DISCLOSURE AGREEMENT ("AGREEMENT") is made and entered into on \_\_\_\_\_, by and between THREESIXTY ASSET ADVISORS, LLC as agent for Sam Leslie Chapter 7 Trustee in the matter of Bonny Business Investments, LLC, ("360") and \_\_\_\_\_, ("RECIPIENT").

RECITALS:

WHEREAS, RECIPIENT has expressed an interest in an asset sale being agented by 360, in the matter of Bonny Business Investments, LLC (the "TRANSACTION"); and

WHEREAS, in connection with the TRANSACTION, 360 is furnishing RECIPIENT with Information (as hereinafter defined) concerning the TRANSACTION; and

WHEREAS, the parties mutually agree that it is in each of their best interests to preserve the confidentiality of the TRANSACTION and the accompanying discussions and exchange of Information and thus wish to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For purposes of this AGREEMENT, "PROPRIETARY INFORMATION" means all information disclosed to RECIPIENT, by 360, in connection with the TRANSACTION, from and after the date the AGREEMENT signed by RECIPIENT, no matter how disclosed, including, without limitation, all information regarding 360's financial organization, financial status, financial records, including receivables and inventory, loans, projections and future plans and such other pertinent business information hereinafter referred to as "PROPRIETARY INFORMATION". Notwithstanding anything contained in the above paragraph PROPRIETARY INFORMATION shall not include any and all information which is: i) publicly available, or ii) presently known to RECIPIENT through any other source.

2. Without the prior written consent of 360, and at all times during and after the TRANSACTION, unless and until RECIPIENT acquire the Assets or if there is no acquisition by RECIPIENT, for a period of two (2) years from the date of signature of this AGREEMENT, RECIPIENT will not disclose or distribute any PROPRIETARY INFORMATION to any person, or permit any person to have access to any PROPRIETARY INFORMATION, other than PERMITTED PERSONS (as defined below). "PERMITTED PERSONS" include only RECIPIENT'S staff, law firm, accounting firm and financial advisors and then only to the extent it is necessary or desirable for them to refer to PROPRIETARY INFORMATION in order for RECIPIENT to obtain their advice. All PERMITTED PERSONS shall be informed of the confidential nature of the PROPRIETARY INFORMATION and shall agree to be bound and comply with the terms and conditions hereof as if specifically named a party. RECIPIENT will take other reasonable steps necessary to preserve the confidentiality of the PROPRIETARY INFORMATION and safeguard against its unauthorized disclosure or use.

3. Without the prior written consent of 360, at all times during and after the TRANSACTION unless RECIPIENT acquires the Assets. RECIPIENT will not disclose, directly or indirectly, orally or in writing, that there has been any discussion or negotiation whatsoever between 360 and RECIPIENT, except to PERMITTED PERSONS as provided herein.

4. Without the prior written consent of 360, at all times during and after the TRANSACTION, unless and until RECIPIENT acquire the Assets, RECIPIENT will not, directly or indirectly, use or permit any PERMITTED PERSONS to use any PROPRIETARY INFORMATION for any purpose other than conducting the TRANSACTION.

5. Either party, in writing, may terminate this AGREEMENT at any time upon five (5) business days' notice. Notwithstanding the aforesaid, RECIPIENT shall continue to be bound to the confidentiality provisions of the AGREEMENT for a period of two (2) years from the date of signature.

6. This AGREEMENT shall not be construed to represent an exclusive right of negotiation by or to RECIPIENT.

7. RECIPIENT agrees that it will direct all inquiries or negotiations regarding the TRANSACTION to 360 and in no way contact the subject company or subject company personnel without express written authorization from 360.

8. This AGREEMENT states the entire understanding between 360 and RECIPIENT and cannot be modified except in a written document signed by both 360 and RECIPIENT. This AGREEMENT will bind, benefit and be enforceable upon and by the parties, their respective successors and assigns.

9. RECIPIENT agrees to abide by each and every term and condition set forth herein. RECIPIENT acknowledges that each of such terms and conditions is necessary to preserve the strict confidentiality of the PROPRIETARY INFORMATION provided to RECIPIENT pursuant to this AGREEMENT and that a breach of any of the terms and conditions of this AGREEMENT will result in irreparable damage to 360 in an amount now impossible to calculate and therefore, in the event of such breach, 360 shall be entitled (in addition to any other rights and remedies it may have at law for damage or in equity) to seek an injunction issued by any competent court of equity enjoining RECIPIENT and any other Person involved therein from continuing such breach and to reimburse for all legal fees incurred in any legal action relating to such breach.

10. Signatory on behalf of each party is authorized to do so, on behalf of such party, and such party shall thereafter be bound hereto.

11. This AGREEMENT may be executed in one or more counterparts, but each such counterpart shall constitute one and the same instrument. Further, the parties agree to be so bound upon receipt of a counterpart hereof bearing a facsimile signature of the person signing for the other party.

12. This AGREEMENT shall be construed in accordance with the laws of California without regard to conflicts of laws principles thereof.

AGREED TO AND ACCEPTED

By:

\_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_

Title: : \_\_\_\_\_

Date: \_\_\_\_\_