

## BUSINESS ENTITY NON-DISCLOSURE AGREEMENT

This Business Entity Non-Disclosure Agreement (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (“Effective Date”), is between \_\_\_\_\_, (“Recipient”), who will receive information concerning TMTLH, LLP, (“Business Entity”), by and through Court Appointed Receiver Carl Petta (“Court Appointed Receiver Petta”).

As a condition of this Agreement, the Recipient agrees to treat any information concerning the Business Entity, which is furnished to the Recipient, by the provisions of this Agreement, and to take, or abstain from taking, the specific actions set forth below:

1. The Recipient recognizes and acknowledges the competitive value and confidential nature of internal, non-public, financial, and client information now and hereafter furnished by, or obtained from, the Business Entity or its representatives, as well as the damage which could result to the Business Entity if any of this information is disclosed to any third party.
2. The Recipient recognizes and acknowledges that all information furnished by, or obtained from, the Business Entity shall be and remain the property of the Business Entity, and any documents containing or reflecting such information, and all copies thereof, shall be promptly returned to the Business Entity upon written request, or destroyed at the Business Entity’s option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to the Effective Date, nor as granting any right with respect to the use or marketing of any product or service.
3. The Recipient hereby agrees that any and all confidential or proprietary information will be used solely of the possible acquisition of the Business Entity, and for no other purpose or reason, and that the Recipient or its directors, officers, and employees will not disclose to any third party any of the material now or hereafter received or provided, however, that any such information may be disclosed to the Recipient’s accountants, attorneys and other confidential advisors who “need to know” such information to assisting in the possible acquisition and furthermore will be advised by the Recipient of the confidential nature of such information. The Recipient further agrees that no person or entity identified in such confidential or proprietary information shall be contacted by the Recipient unless or until the Recipient purchases the Business Entity.
4. In addition, unless there is written consent of the Business Entity, by and through Court Appointed Receiver Petta, the Recipient will not, and nor will their representatives or advisers, disclose to any third party the fact that discussions or negotiations are taking place concerning the possible acquisition of the Business Entity, including the status thereof except as the Recipient may be required by law or in any shareholder agreement. Furthermore, no disclosure or information will be

sought from any person or the staff of the Business Entity without prior written authorization from the Business Entity, by and through the Court Appointed Receiver Petta.

5. In the event that the Recipient does not proceed with an offer or the acquisition of the Business Entity, within a reasonable time or the time limit required by Court Appointed Receiver Petta, the Recipient shall promptly return to the Business Entity all information and materials containing or reflecting the information of the Business Entity and will not retain any copies, extracts or other reproductions of such information. This includes, but is not limited to, all documents, memoranda, notes and other writings prepared by the Recipient and their advisers based on the information and shall also be returned to the Business Entity unless the Business Entity agrees that they may be retained by the Recipient, in which case they shall be kept confidential and not disclosed or given to any third party for any purpose.
6. Furthermore, in the event that the Recipient does not proceed with an offer or the acquisition of the Business Entity, the Recipient shall not use any of the non-public information now or hereafter received or obtained from any vendor of the Business Entity (or any related entity) with respect to any of the financial affairs of the Business Entity in furtherance of the Recipient's own business (except negotiations of this transaction), or the business of anyone else, whether or not in competition with the Business Entity, or for any other purpose whatsoever, with the Recipient further agreeing to not solicit or entice clients or customers away from the business of the Business Entity, or any related entity or person who was an employee of the Business Entity, including any related entity at any time during the period during which the Recipient receives confidential information for a period of one year from the Effective Date of this Agreement.
7. All confidential and propriety information furnished to the Recipient by the Business Entity after the Effective Date shall be subject to the terms of this Agreement.
8. As a violation of this Agreement by Recipient could cause irreparable injury to the Business Entity, and as there is no adequate remedy at law for such violation, the Business Entity may, in addition to any other remedies available to it at law or in equity, enjoin the Recipient in a court of equity for violating or threatening to violate this Agreement. In the event the Business Entity is required to enforce this Agreement through legal action, it shall be entitled to recover from Recipient all costs incurred thereby, including without limitation, reasonable attorneys' fees.
9. The Business Entity makes no representation or warranty with respect to any confidential or proprietary information disclosed by it, nor shall the Business Entity or any representative have any liability hereunder with respect to the accuracy or completeness of an confidential or proprietary information or the use thereof.
10. Any provision of this Agreement held or determined by a court or other legal authority of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the

remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

11. The provisions of this Agreement shall be binding, including but not limited to, on any subsidiary and/or an affiliated company of the Recipient, and who shall comply with the provisions of this Agreement as if they were bound by the same provisions. This Agreement shall be governed and construed in accordance with the laws of the State of California and any action shall be brought in the County of Los Angeles, North Central District, Glendale Courthouse and Recipient shall submit to the jurisdiction of such court. This Agreement is binding upon and inure to the benefit of the Recipient and Business Entity and their successors and assigns.
12. This Agreement constitutes the entire agreement and understanding of the Recipient and the Business Entity with respect to the subject matter set forth herein, and is intended as the final expression, and complete and exclusive statement of the terms set forth herein, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. The Agreement may be amended or modified only by an instrument in writing signed by both the Recipient and the Business Entity, by and through the Court Appointed Receiver Petta.

The Recipient acknowledges that by signing this Agreement to hold all matters strictly confidential and abide by the terms and conditions of this Agreement.

**Recipient's Signature:**

**Print Name:**

**Dated:**

**Business Entity Signature:**

**Print Name:**

**Dated:**