

Goodman and Company Business Brokers

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT (fax to 978-440-8985)

This Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into this date by and between Goodman and Company Business Brokers (hereinafter "Broker") and the potential business Buyer named below (hereinafter "Buyer") and any associated entities and partners. "Seller" shall mean the owner(s) of any business with any associated real estate offered for sale that Broker will identify to Buyer. The term, "Confidential Information" shall mean any information regarding the identity and location of the business, and any of the business's customers, customer lists, technology, financial and tax information, trade secrets, plus any other information which is obtained by or in the course of Buyer's investigation, observation, or evaluation of the Business, as well as the fact that the business is for sale. Buyer has asked Broker to identify and introduce Buyer to presently undisclosed Business(es), known as (filled in by Broker) _____ for purposes of evaluating its purchase. (The Broker will reveal the identity of the business(es) to the Buyer after the Buyer signs this Agreement.) In return for the Broker's agreement to identify such Business(es), Buyer agrees that for a period of two (2) years following the date of this agreement (hereinafter "Agreement Term") Buyer will maintain Confidential Information in strict confidence during the Agreement Term and will not disclose such information to any others, except professional business advisors, partners, accountants, attorneys, etc. engaged by the Buyer to evaluate the Business. 2) Buyer will not contact the Seller, other owners and partners, landlords, lessors, employees, suppliers, customers or competitors without Broker's written permission. 3) Buyer agrees not to circumvent Broker in any transaction with the Seller or contact the Seller and agrees to channel all negotiations, inquiries, investigations, and purchase offers for the Business through Broker. Buyer also agrees not to enter into any agreement with Seller to buy, lease, or otherwise come into possession of the Business or its assets (and real estate, if any), unless provisions are included for Broker's reasonable sales commission (determined by Broker's contract with Seller or, if necessary, by regionally, comparable brokerage commission rates) and full payment from proceeds at closing. Any breach of this agreement, directly or indirectly, shall be deemed harmful to Broker and Broker may recover damages from the Buyer for a Broker's sales commission, reasonable attorney's fees and other costs to achieve collection. Damages to Broker will be deemed to have been incurred regardless of the terms, existence, or status of Broker's listing agreement, if any, with Seller. 4) Buyer agrees that this Agreement applies to any information previously supplied by Broker orally or in writing and further agrees that this agreement and all its terms and conditions will also apply to any additional business-for-sale opportunities introduced to Buyer by Broker for a period of two years following the execution of this agreement. 5) This agreement shall be deemed executed in the Commonwealth of Massachusetts. Any actions, which may arise in law and/or in equity, will be brought in the District Court of Brighton, County of Suffolk, or in Suffolk Superior Court, Commonwealth of Massachusetts or at Broker's sole option, to arbitration before an arbitrator of the American Arbitration Association. 6) Broker, for the benefit of Seller, may (but is not under any obligation to) provide preliminary disclosures in the form of marketing documents, analysis and by offering Broker's thoughts on the details of Seller's business to Buyer. Broker makes no warranty or representation, expressed or implied, as to the truth, accuracy or completeness of such disclosures and same is submitted subject to errors, omissions, and changes. BUYER HAS BEEN ADVISED BY BROKER THAT THIS DOCUMENT CREATES LEGALLY BINDING OBLIGATIONS AND AGREES TO RETAIN ITS OWN LEGAL ADVISORS AND MAKE DECISIONS BASED ON SUCH PROFESSIONAL ADVICE AND BUYER'S GENERAL BUSINESS KNOWLEDGE ONLY.

Witness our hands and seals X _____	X _____
Date	Buyer's Email Address
X _____	X _____
Print LEGAL Name (Buyer)	Signature of Buyer
X _____	X _____
Buyer's Phone number	Buyers Home Address
X _____	X _____
Signature of Peter Goodman, Broker	Buyer's City, State, Zip

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