

Buyer Name: _____ (the "Receiving Party")

Richman Business Brokers & Insurance, LLC (the "Disclosing Party")

Listing Number/Title: _____ (the "Business")

This CONFIDENTIALITY AGREEMENT (this "Agreement") made as of _____, by and between the Receiving Party and the Disclosing Party (each of Receiving Party and Disclosing Party are a "Party" and collectively are the "Parties"). WHEREAS, the Disclosing Party has a valid listing agreement with the owner(s) (the "Seller") of the Business whereby the Disclosing Party has been engaged to represent the Seller in the sale of the Business. WHEREAS, in order to induce the Disclosing Party and Seller to furnish information regarding the Business to Receiving Party for Receiving Party's evaluation and potential entry into a negotiated acquisition of the Business (the "Transaction"), the Receiving Party desires to receive and review certain information of Seller and the Business that is non-public, confidential or proprietary in nature; WHEREAS, the Disclosing Party desires to protect and preserve the confidentiality of such information. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, the Parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms have the following meanings:
 - a. "Affiliate" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by, or under common Control with such Person, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
 - b. "Confidential Information" shall mean any and all information in tangible or intangible form disclosed to or acquired by the Receiving Party of such information during the course of performance of this Agreement including, without limitation, the identities of the Seller and the Business, that the Seller and/or the Business may be for sale, all information, data, documents, agreements, files databases, technical data, trade secrets, know-how, research and development information and tools, product plans, products, services, inventory, customer and/or client lists, customers, clients, suppliers, markets, processes, business and marketing plans, notes, analyses, compilations, reports, forecasts, studies, samples, and other documents or materials prepared by or for the Receiving Party which contain or otherwise reflect or are derived or based in whole or in part on such information, data, documents, agreements, files, or other materials, whether disclosed orally or disclosed or stored in written, electronic, or other form or media, which is obtained from or disclosed by the Disclosing Party and Seller, and whether obtained before or on or after the date hereof regarding the Seller.
 - c. "Person" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, governmental entity, or other entity.
 - d. "Representatives" means, as to any Person, such Person's Affiliates, and its and their respective directors, officers, employees, managing members, general partners, agents, and consultants (including attorneys, financial advisors, and accountants).
2. **Exceptions.** Information disclosed to or acquired by Receiving Party shall not constitute Confidential Information to the extent that the Receiving Party can demonstrate (i) such information was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party; (ii) such information is or thereafter becomes lawfully available from other non-confidential sources; (iii) the Receiving Party's duty as to confidentiality is waived in writing by the Disclosing Party; (iv) such information was developed by employees or agents of the Receiving Party independently of and without reference to Confidential Information that the Disclosing Party has disclosed; or (v) disclosure thereof is required by legal process or applicable law (in which case the Receiving Party shall notify the Disclosing Party prior to disclosure of such information).
3. **Obligations.** Receiving Party shall, with respect to the Disclosing Party's Confidential Information:
 - a. keep all Confidential Information strictly confidential and shall only use such Confidential Information solely for the purposes of evaluating, negotiating, and consummating the Transaction;
 - b. be responsible for the protection of the Confidential Information and take all necessary precautions to keep the Confidential Information secret, to restrict its use as aforesaid and to ensure that its employees, agents and sub-contractors keep the Confidential Information secret as aforesaid. Receiving Party may, in its reasonable discretion, disclose Confidential Information to relevant third parties as necessary to evaluate the Transaction, provided that such third parties will be advised of the existence of this Agreement and if necessary, become a party to the Agreement;
 - c. not make copies or translations of, or take excerpts from any Confidential Information, except as required in connection with evaluating the Transaction;
 - d. limit dissemination of such Confidential Information to only those of its Representatives who have a need to know the Confidential Information (and then only such portion of the Confidential Information as is necessary) in furtherance of its evaluation of the Transactions and who are bound by written obligations of confidentiality that are no less stringent than those set forth herein;
 - e. not use any such Confidential Information for purposes of its own or of any third party;
 - f. comply with all applicable on-site access, remote access and related security rules and procedures of the Disclosing Party;

- g. immediately notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Receiving Party or its employees, agents and sub-contractors of which the Receiving Party has knowledge; and
- h. fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure.
4. **Standstill.** Receiving Party will not, for a period of two (2) years from the date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Disclosing Party, with the commission being defined as the amount agreed upon by Disclosing Party and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "Transaction", shall include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Disclosing Party shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Disclosing Party and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, or to lien holder or other party in possession or partial possession of the assets or stock of the business including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Disclosing Party and Seller in the aforesaid agreement between those parties will be made known to Receiving Party by Disclosing Party, upon Receiving Party's request, when and if an agreement for the purchase of the Business is made by Receiving Party. If Receiving Party violates this Section 4, Receiving Party will be liable for and pay said commission to Disclosing Party upon demand without any obligation on Disclosing Party's part to first exhaust any legal remedies against Seller.
5. **No Representations or Warranties; No Other Obligation.** The Receiving Party understands and agrees that none of the Disclosing Party, the Seller, or any of their respective Representatives: (a) have made or make any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Confidential Information; or (b) shall have any liability hereunder to the Receiving Party or its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. The parties agree that unless and until a definitive agreement between the Disclosing Party and Receiving Party has been executed and delivered with respect to the Transaction, neither the Seller or the Disclosing Party will be under any legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to: (i) consummate a Transaction; (ii) conduct or continue discussions or negotiations; or (iii) enter into or negotiate a definitive agreement. The Disclosing Party reserves the right, in its sole discretion, at any time and for any reason or no reason, to reject any and all proposals made by the Receiving Party or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Receiving Party at any time, and to enter into any agreement with any other Person without notice to the Receiving Party or any of its Representatives.
6. **No Solicitation.** Except with the express permission of the Disclosing Party, the Receiving Party agrees that for a period of two (2) years from the Effective Date, neither the Receiving Party nor its Representatives will directly or indirectly solicit or hire any officer, director, or employee of the Seller or the Business, or any of their respective subsidiaries, except pursuant to a general solicitation that is not directed specifically to any such employees.
7. **Legally Required Disclosure.** If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement and shall cooperate with the Disclosing Party in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information may be preserved. The Receiving Party shall disclose only that portion of the Confidential Information that it reasonably believes it is legally required to disclose.
8. **Ownership of Confidential Information.** The Receiving Party acknowledges that all Confidential Information and all rights herein are and shall be the sole and exclusive property of the Disclosing Party. Nothing herein shall grant to the Receiving Party, explicitly or implicitly, any ownership rights in, or license to use (other than as permitted herein for the Purpose), the Confidential Information of the Disclosing Party.
9. **Non-Monetary Remedies.** The Parties agree that the unauthorized disclosure or use of any of the Disclosing Party's Confidential Information by the Receiving Party, its agents, employees or subcontractors may result in irreparable injury to the Disclosing Party, rendering money damages inadequate. In seeking enforcement of any obligations under this Agreement, the Disclosing Party is therefore entitled to, in addition to other remedies, seek injunctive and other equitable relief, without any requirement to post bond

as a condition of such relief, to prevent or restrain the breach of this Agreement. This provision shall not in any way limit such other remedies as may be available to the Disclosing Party at law or in equity.

10. Term and Termination. This Agreement shall commence upon the date last signed below (the "Effective Date") and shall continue for the longer of two (2) years following Effective Date or following the conclusion of the Services, whichever is the later date.
11. Return or Destruction of Confidential Information. Upon the expiration of this Agreement, or at the Disclosing Party's request at any time during the term of this Agreement, the Receiving Party and its employees, agents and sub-contractors shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party shall also destroy all copies of any notes created by the Receiving Party or its employees, agents and sub-contractors and certify in writing to the Disclosing Party that such copies have been destroyed.
12. Governing Law; Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut without giving effect to its conflict of law rules. The Parties hereby irrevocably submit to the exclusive jurisdiction of the federal courts of the United States located in Connecticut and the state courts of Connecticut with regard to any action, suit, proceeding, claim or counterclaim initiated under this Agreement.
13. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations made by and between such parties.
14. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.
15. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.
16. Severability. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
17. Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party, provided that Disclosing Party may assign any of its rights and delegate any of its obligations hereunder to any person or entity that acquires substantially all of the Disclosing Party's Assets.
18. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

RECEIVING PARTY:

I/we hereby state that I/we have read, agreed to and understood the terms of this Confidentiality Agreement. Buyer further agrees that the terms of this Agreement cannot be superseded, revoked or modified without the express written approval of Broker. Buyer warrants that Buyer currently has sufficient funds available for use as a cash down payment or qualifies for financing or payment in full for a purchase transaction.

Buyer warrants that Buyer (check one): **DOES NOT HAVE** **DOES HAVE** an affiliation with any federal, state or local government agency. If affiliated with any such agencies, which agency and position held? _____

How long have you been looking for a business? _____

What is your experience? (Briefly) _____

Credit Score: _____ Liquid Funds For Down Payment: _____

How do you intend to finance the purchase of this business? _____

Buyer's Signature: _____ Date _____ Buyer's Signature: _____ Date _____

Buyer's Printed Name: _____ Buyer's Printed Name: _____

Buyer's Title: _____ Buyer's Title: _____

Cell: _____ Office: _____ Email: _____

Physical Home Address: _____
Street Address City State Zip

Disclosing Party's Signature: David A. Richman

Printed Name: David A. Richman

Title: Broker

Cell: (860) 930-1121 Office: (860) 408-9177

Physical Address: 760 Hopmeadow Street, Simsbury, CT 06070