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## East Coast Business Brokers LLC. - Non Disclosure Agreement

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This Agreement is made and entered into between the undersigned individually and on behalf of undersigned's business entities, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "Buyer") and East Coast Business Brokers LLC. ("ECBB") for the benefit of ECBB and the following business entity represented by ECBB as an acquisition candidate ("Seller"). Whereas, Buyer has requested certain information from ECBB for purposes of evaluating and investigating a possible acquisition through transfer of assets, partnership interests, or otherwise merger or joint venture, involving all, or part of the interests of the Seller ("Transaction"). Therefore, in consideration of the mutual promises and covenants contained herein, Buyer agrees as follows:

**Listing :** \_\_\_\_\_ for \_\_\_\_\_ (Buyer)

- 1 Buyer shall not disclose any information concerning the Seller and its products, services, manufacturing techniques, formulas, databases, business plans, marketing plans and customer lists, provided to you, whether before and after the date of this agreement and whether by the Seller or on behalf of the Seller by ECBB or any of the directors, officers, employees, advisors (including attorneys, accountants, consultants, banks and financial advisors) or agents (collectively, "Representatives") of the Seller or ECBB, including without limitation, the fact that Buyer has received information and that the Seller is considering a possible acquisition Transaction, that discussions or negotiations are taking place or any of the terms, conditions, or other facts with respect thereto and all notes, analyses, compilations, studies or other documents, whether prepared by you or your Representatives, which contain or otherwise reflect such information (collectively, the "Evaluation Material") is confidential. The term Evaluation Material does not include information, which is or becomes generally available to the public other than as a result of disclosure by you or your Representatives. Notwithstanding anything to the contrary contained in this paragraph 1, Buyer shall have the right to share all of the information with Buyer's Representatives which include its directors, officers employees, advisors (including attorneys, accountants, consultants, banks, financial advisors and agents (collectively, Buyer's Representatives.)
- 2 Buyer will use the Evaluation Material solely for the purpose of evaluating a possible acquisition Transaction and agree that the Evaluation Material will be kept confidential and that you will not disclose any of it in any manner whatsoever; provided, however, that (i) you may make any disclosure of such information to and (ii) any of such information may be disclosed to Buyer's Representatives who need to know such information for the sole purpose of evaluating a possible transaction with the Seller and who agree to keep such Information confidential and agree in writing to be bound by the terms of this agreement. Buyer shall be responsible for any breach of this agreement by the Buyer's Representatives and for enforcing it against the Buyer's representatives, including by the taking of appropriate legal action. Any information included in the Evaluation Material, which constitutes a trade secret shall be entitled to all the protections and benefits under applicable trade secret law.
- 3 Buyer shall not contact the Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning the Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written consent of ECBB. Buyer nor any of the Buyer's Representatives who are apprised of the potential of a transaction between Buyer and the Seller, directly or indirectly, or who receive, directly or indirectly through your evaluation of the potential transaction with the Seller information concerning any current employee of the Seller, will solicit the employ of such current employee, so long as such current employee is then currently employed by the Seller, without obtaining the prior written consent of the Seller.
- 4 If Buyer decides not to proceed with the Transaction with the Seller, Buyer will promptly inform the Seller of that decision. In that case, or at any time upon the written request of the Seller for any reason, Buyer shall promptly deliver to the Seller or ECBB all Evaluation Material (and all copies thereof whether received from the Seller or made by you or your Representatives) furnished to you or your Representatives by or on behalf of the Seller pursuant hereto. In the event of such a decision or request, all materials prepared by the Buyer or Buyer's Representatives, which contain or are based upon the Evaluation Material shall be destroyed and no copy thereof shall be retained. Notwithstanding the return or destruction of the Evaluation Material, the Buyer and Buyer's Representatives will continue to be bound by the Buyer's obligations of confidentiality and all other obligations hereunder. Upon request of the Seller, Buyer will provide written certification of your compliance with this paragraph and a list of destroyed materials.
- 5 Buyer understand and acknowledge that neither ECBB or any of their Representative makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Buyer agrees that neither ECBB, or any of their Representatives shall have any liability to the Buyer or to any of the Buyer's Representatives, relating to or resulting from the use of the Evaluation Material. Only those representations and warranties, which are contained in a final definitive agreement

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regarding the Transaction contemplated hereby, when, as and if executed, and subject to such limitations, conditions and restrictions as may be specified therein, will have any legal effect.

- 6 The Seller and its stockholders reserve the right, in their sole discretion, to reject any and all proposals made by Buyer with regard to an Acquisition Transaction, to terminate discussions and negotiations with Buyer, to terminate the Buyer's participation in the sale process and to modify or terminate the sale process at any time. Notwithstanding anything to the contrary contained in this paragraph 6, Seller shall not have the unilateral right to terminate the sales process once a definitive agreement has been executed by both Buyer and Seller. The Definitive Agreement shall set forth each party's rights to terminate the sales process.
- 7 Buyer acknowledges and agrees that the breach of any provision of this Agreement would cause the Seller irreparable harm, the exact amount of which may be difficult to ascertain. Therefore, Buyer agrees that the Seller shall have the right to apply to a court of competent jurisdiction for the purpose of seeking specific performance and/or an order restraining and/or enjoining such further breach of this Agreement, and for such other and further relief as the Seller deems appropriate. Such rights of the Seller shall be in addition to any other remedies available to the Seller at law or in equity.
- 8 This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Hampshire, Personal jurisdiction of all parties hereto and venue of legal action shall be in Rockingham County, New Hampshire, and shall constitute the exclusive forum for any legal suit, action, or proceeding (an "Action") arising out of or relating to this Agreement or any document delivered hereunder, irrevocably consent to the jurisdiction of such courts in any such Action and agree not to commence any action, suit, or proceeding relating thereto except in such courts.
- 9 The respective obligations of the parties under this Agreement shall survive for a period of two (2) years following the date hereof. This agreement shall be binding on successors, heirs and assigns. The invalidity or un-enforceability of any provision of this agreement shall not affect the validity of any other provisions of this Agreement, which shall remain in full force and effect. Buyer agrees that if you are found to be in breach, violation or non-performance of any of the terms of this agreement, then you will pay all of the costs of such action or suit, including reasonable attorney's fees and expenses. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- 10 Buyer will not, for the length of this Agreement, enter into any agreement for the purchase of Business, in whole or in part, or assist or promote any third party in doing so, unless such an agreement provides for a commission to ECCB in the amount and as described in the "Listing Agreement" between ECCB and Seller.

**Buyer:**

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

Print Name

Signature

Address

Joe Howell, Managing Principal Broker  
East Coast Business Brokers LLC, of NH  
290 Calef Hwy A4  
Epping, NH 03042

Telephone: 603.380.5858

e-mail: [ecbblers@icloud.com](mailto:ecbblers@icloud.com)

Phone# \_(\_\_\_\_)\_\_\_\_\_

e-mail address \_\_\_\_\_

### Personal Profile

Occupation/Business Experience: \_\_\_\_\_

\_\_\_\_\_

Business/Industry Preference: \_\_\_\_\_

\_\_\_\_\_

Location Preference: \_\_\_\_\_

\_\_\_\_\_

Desired Timeframe: \_\_\_\_\_

Desired Price Range: \_\_\_\_\_

Monthly Income Required: \_\_\_\_\_

\*Approximate Net Worth (Assets minus Liabilities): \_\_\_\_\_

\*Liquid Funds Available for down payment: \_\_\_\_\_

\* This information is necessary to determine whether the business is likely to be able to be financed by a respective buyer.

Initials \_\_\_\_\_