

East Coast Business Brokers, LLC - Broker NDA (Non Disclosure Agreement)

In consideration of East Coast Business Brokers, LLC, ("Broker"), providing the undersigned individual, on behalf of himself, or any business entity, or as a representative of an entity you are affiliated, any proprietary or confidential information or material, it is understood the marketing package materials you requested contain confidential information solely for your own limited use as a prospective Buyer ("Purchaser") in considering whether or not to pursue negotiations.

1. **"Confidential Information"** means all oral or written data, reports, records, or materials obtained from East Coast Business Brokers, LLC. (ECBB), or the seller(s), relating to a business, including the name of the business, the address, the type of business, the names of the owners, the knowledge that the business is for sale, or even the fact that confidential information regarding the business has been disclosed. This information includes, but is not limited to : a) Business plans, b) financial documents, c) methods of operation, d) policies, e) concepts, f) ideas, g) customers, h) notes, i) analysis, j) studies, k) products, l) business services, m) manufacturing techniques, or any other material provided by ECBB or the owner. This Material contains selected information pertaining to the business and affairs of the Property / Business and has been prepared by the Owner and its agents related to the business. Confidential information does not mean any information that is generally known to the public, which you could obtain on a non-confidential basis from a source other than ECBB. Any information that may be considered a trade secret shall be entitled to all the protection and benefits under applicable trade secret law.
2. All Confidential Information provided shall be used exclusively in connection to an acquisition of the business and shall be treated as confidential at all times. The material is not to be disclosed, or disseminated, to anyone other than a buyers representative, or agents, which could include, directors, partners, officers, employees, or advisors (i.e. attorneys, accountants, banks, and financial institutions). You will be responsible for any violation of this non- disclosure agreement, by anyone who you share this information with.
3. Buyer agrees not interfere with the normal operations of this business by having any direct contact with the owner(s) in any way, or employees, directors, accountants, suppliers, competitors, customers, or others who might have information regarding this business, and will not try to solicit any of the owners employees for benefit, as long as they are employed by the owner(s). Any contact for the purpose of acquiring the business will only be by written permission of ECBB, who is the agent for the owner(s). The materials provided will not be used for personal advantage or profit.
4. If the decision for a Buyer is not to proceed with a purchase of any business, shared with me by ECBB, all materials provided shall be destroyed, shredded, or returned to ECBB.
5. This Material does not purport to be all inclusive or to contain all the information that a prospective buyer may desire. Neither ECBB or any of its agents, or representatives, or any of the directors or stockholders of the business under consideration, make any representations, or warranties either expressed or implied, regarding the accuracy or completeness of the information provided. Only a representation or warranty, if any, made by the seller(s), or owner(s), in a definitive purchase agreement, when, how and if executed, subject to such limitations, and restrictions, as may be specified therein, will have any legal effect or may be relied upon by you. You understand and knowledge it is your responsibility to perform a due diligence review and other investigation, at your cost and expense, prior to any acquisition, and that ECBB is not agreeing to conduct any such due diligence on your behalf, or otherwise acting on your behalf.
6. ECBB represents the Owner(s) or seller(s) of the business. You acknowledge that the Broker, ECBB, has a contract with the seller(s) providing for a fee to be paid upon the sale or disposition of the business being sold. You will not try to circumvent or interfere with the agreement made between the seller(s) and ECBB in any way. The seller(s) of the business are the intended third party beneficiaries of this Agreement and may enforce the terms of this Agreement. Nothing in this agreement is intended to create or may be construed to creating a principal-agent relationship between ECBB and you.
7. You indemnify, hold harmless and defend, ECBB, the seller(s), and their employees and agents, from and against all claims, losses, and expenses, liabilities, demands and obligations (including legal fees and expenses) that any of them might suffer or incur on account of any claim arising out of this agreement, the performance of your obligations hereunder, or ECBB's providing information regarding a business to you. If it should be necessary for ECBB or the seller(s), or any of their employees, agents, or representatives, to resort to legal action to enforce any of the provisions of this agreement, or to collect any amounts or sums due thereunder, you agree to reimburse ECBB and the seller(s) for their actual reasonable costs of the suit and enforcement, including reasonable attorney fees, in addition to any amounts owed, so long as ECBB or the sellers, are the prevailing parties to such proceedings. The rights and remedies herein are cumulative and not exclusive of other rights and remedies that may be granted or provided by law.
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. Your obligations under this agreement shall survive for a period of two years after date of the execution of this Agreement, a closing of the sale of the business, and any termination of the business relationship between ECBB and you.

If you are in agreement with these terms, and are financially capable of purchasing the business, acknowledge and accept where indicated and return this document to us. You will then received additional documents and a copy of the Confidential Business Review (CBR) material will be provided to you shortly thereafter.

East Coast Business Brokers, LLC - Broker NDA (Non Disclosure Agreement)

SEEN AND AGREED TO: this _____ Day of _____, 20____.

Please Print

Company Name: _____

Your Name: _____

Address: _____

City / State: _____ Zip Code: _____

Telephone # _____

Fax No _____

E-Mail _____

REQUIRED FIELDS

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: _____

Credit Score : _____

Proof of Available funds for Purchase / Downpayment : ____ yes ____ no

Signature

Title
