

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

In consideration of East Coast Business Brokers, LLC, ("Broker" and/or "ECBB"), providing the undersigned individual, on behalf of himself, or any business entity, and/or as a representative of an affiliated entity, 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" and/or "Purchaser") in considering whether or not to pursue director indirect negotiations with the Owners/Sellers.

1. **"Confidential Information"** means any and 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/Seller. This Material contains selected information pertaining to the business and affairs of the Property / Business and has been prepared by the Owner/Sellers and/or its agents related to the business. Confidential information does not mean any information that is generally known to the public, which could be obtained 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 laws.
2. All Confidential Information provided by ECBB, Sellers and/or Owners shall be used exclusively in connection to an acquisition of the business and shall be treated as confidential at all times. These disclosed materials are not to be disclosed, or disseminated, in any manner to anyone other than a buyer, buyers' representative, and/or agents, which could include, directors, partners, officers, employees, or advisors (i.e. attorneys, accountants, banks, and financial institutions). By signing this Agreement, you acknowledge that you will be responsible for any and all violations of this Non- Disclosure Agreement, by anyone who you share this information with.
3. Buyer/Purchaser agrees not interfere with the normal operations of this business by having any direct or indirect contact with the Seller/ Owner(s) in any way, or its employees, directors, accountants, suppliers, competitors, customers, or others who might have information regarding this business, and you will not try to solicit any of the Seller/Owners or its employees for benefit, as long as they are employed by the Seller/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 Seller/Owner(s). The materials provided shall not be used for personal advantage or profit.
4. If the decision for a Buyer/Purchaser is not to proceed with a purchase of any business, shared 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/Owner(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 directly or indirectly with this Agreement made between the seller/Owner(s) and ECBB in any way. The seller/Owner(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 be construed to create a principal-agent relationship between ECBB and you.
7. You agree to indemnify, hold harmless and defend, ECBB, the Seller/Owner(s), their employees and/or agents, from and against all claims, losses, and expenses, liabilities, demands and obligations (including legal fees and expenses) that any of the Seller/Owner(s), their employees and/or agents 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/Owner(s), or any of their employees, agents, or representatives, be required to resort to legal action to enforce any of the provisions of this Agreement, or to collect any amounts or sums due hereunder, you agree to reimburse ECBB and the Seller/Owner(s) for all their reasonable costs, including reasonable attorney's fees, which are undetermined but calculated to exceed \$20,000.00 and are acknowledged by the Buyer/Purchaser, of any suit and/or the enforcement thereof, of any amounts or incurred, by ECBB and/or Seller/Owner(s). The rights and remedies herein are cumulative and not exclusive of other rights and remedies that may be granted or provided by law to ECBB and/or the Seller/Owner(s).
8. This Agreement and parties hereunder shall be governed by and construed by the laws of the State of New Hampshire, Personal jurisdiction of all parties hereto and venue of legal action shall be in Hillsborough County, State of New Hampshire, and shall constitute the exclusive forum for any legal suit, action, or proceeding ("Action") arising out of or relating to this Agreement or any document delivered hereunder, and irrevocably consent to the jurisdiction of such courts for any such Action.
9. Your obligations under this Agreement shall survive for a period of two years after date of the execution of this Agreement 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 receive additional documents and a copy of the Confidential Business Review (CBR) material will be provided to you shortly thereafter.

Initial(s) _____ Initial(s) _____ Initial(s) _____

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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

Duly Authorized

Initial(s) _____ Initial(s) _____ Initial(s) _____