

Goodman and Company Business Brokers
NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

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 and/or 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), for purposes of evaluating its purchase. 1) In return for the Broker's agreement to identify such Business(es), Buyer agrees that for a period of two 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 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) At Broker's sole option, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 6) Broker represents the seller. 7) Broker does not give tax, accounting or legal advice. 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. It is the responsibility of Buyer to make an independent verification of all information received from Broker and/or Seller. Buyer agrees that Broker is not responsible for the accuracy of any information given to Buyer and agrees to indemnify and hold harmless the Broker from any claims or damages resulting from its use. Buyer will look only to the Seller and Buyer's own investigation for all information regarding any business offered by Broker. 8) Buyer has been advised by Broker to consult with an attorney of Buyer's choosing. 9) Buyer acknowledges that any information received from Broker or Seller is solely for the purpose of evaluating the Business as a potential purchase and Buyer is not an agent of any government agency or any other third party with any possible interest in the Business other than for the possible future purchase of the Business.

Witness our hands and seals X _____	X _____
Date	Buyer's Email Address
X _____	X _____
Buyer's Signature (your Legal name)	Signature of Peter Goodman, Broker
X _____	X _____
Buyer's Phone number	Buyer's Address, (Street, City, State, Zip)

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