



## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

**Business:** \_\_\_\_\_

I, \_\_\_\_\_, personally and as a principle/employee/officer and / or direct agent of \_\_\_\_\_ hereby acknowledge that the names of Sellers and certain confidential information, records, studies and trade practices of Sellers and their business will be revealed to me by Zerious Electronic Publishing Corp. dba **Northeast Business Partners** (hereafter "**NEBP**"). These disclosures will be given, or have been given, in secrecy and confidence and will be or have been used for the sole purpose of evaluating the prospective purchase of the subject business through NEBP.

I agree not to disclose any of the information given in connection herewith, either directly or indirectly, to third parties, except to secure their advice and counsel, in which case I will obtain their agreement to accept, without limitation, the terms of this agreement. I will not use, or assist others to use, any such information for competitive trade purpose or to circumvent **NEBP** in any transaction or contact with the Sellers. Further, I agree not to contact the Seller of the business directly but to channel all negotiations, inquiries, investigations and purchase offers, if any, through **NEBP**.

The foregoing restrictions shall not apply to any of the Information that I demonstrate (i) becomes generally available to the public other than as a result of a disclosure by me, (ii) was available to me on a non-confidential basis prior to its disclosure to me by NEBP, or (iii) becomes available to me on a non-confidential basis from a source other than by NEBP or Sellers, which source was not, to my knowledge, itself bound by a confidentiality agreement with or obligation to Northeast Business Partners or the Sellers.

I acknowledge that any breach of this non-disclosure agreement, directly or indirectly, shall be deemed harmful to **NEBP** and the Seller. In consideration for the information given, I agree to abide by the terms herein and further agree that any actions which may arise in law and/or in equity shall be brought in Essex County, Commonwealth of Massachusetts, or at **NEBP's** option, to arbitration before a professional arbitrator. Further, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including, without limitation, fees and reasonable expenses of counsel) from the unsuccessful party in the proceeding.

All information is from sources deemed reliable. No warranty or representation, expressed or implied, is made by **NEBP** as to the accuracy thereof and it is submitted subject to errors, omissions, changes, and withdrawal.

It is understood that this Agreement applies to any information previously supplied by **NEBP** verbally or in writing.

I have been advised by **NEBP** that this document creates binding obligations and to consult an attorney.

Agreed to and accepted as of \_\_\_\_\_, 2019

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Broker's Signature