

# PrimeSite Business Brokers

1 Cameron Street, Wellesley, Massachusetts 02482 (781) 416-1900 fax (781) 416-1909

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Name of Business \_\_\_\_\_ Address \_\_\_\_\_

Name of Business \_\_\_\_\_ Address \_\_\_\_\_

Name of Business \_\_\_\_\_ Address \_\_\_\_\_

I, \_\_\_\_\_, personally and as a principle/employee/officer and or direct agent of \_\_\_\_\_ hereby acknowledge that the names of Sellers and certain confidential information, record, studies and trade practices of Sellers and their business will be revealed to me by **PrimeSite Business Brokers**. These disclosures will be given, or have been given, in secrecy and confidence and used for the sole purpose of evaluating the prospective purchase of business(es) through PrimeSite Business Brokers. All information is from sources deemed reliable, but no warranty or representation is made as to the accuracy thereof and same is submitted subject to errors, omissions and changes.

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 agree to obtain their counsel and to maintain such confidentiality. Nor will I use, or assist others to use, any such information for competitive trade purpose or to circumvent **PrimeSite Business Brokers** in any transaction or contact with the Sellers. Further, I agree not to contact the Sellers of the business(es) directly but to channel all negotiations, inquiries, investigations and purchase offers, if any, through **PrimeSite Business Brokers**.

I acknowledge that any breach of this non-disclosure agreement, directly or indirectly, shall be deemed harmful to **PrimeSite Business Brokers** and the Sellers. 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 equity shall be brought in the District of Brighton, County of Suffolk, Commonwealth of Massachusetts, or at **PrimeSite Business Brokers** option, to arbitration before an arbitrator of **PrimeSite Business Brokers** choosing.

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

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

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

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

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

*All information provided to Seller and Buyer is from sources deemed reliable. No warranty or representation is made by the Broker as to the accuracy thereof*

