

Northeast Business Partners

2464 Massachusetts Ave, Cambridge Ma. 02140 (617) 441-2040 Fax (617) 441-2044

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

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, records, studies and trade practices of Sellers and their business will be revealed to me by Northeast Business Partners. 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 Northeast Business Partners. All information is from sources deemed reliable, but no warranty or representation is made as to the accuracy thereof and it 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 **Northeast Business Partners** 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 **Northeast Business Partners**.

I acknowledge that any breach of this non-disclosure agreement, directly or indirectly, shall be deemed harmful to **Northeast Business Partners** 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 in equity shall be brought in the District of Cambridge, County of Middlesex, Commonwealth of Massachusetts, or at **Northeast Business Partners** option, to arbitration before an arbitrator of **Northeast Business Partners** choosing.

All information is from sources deemed reliable. No warranty or representation, expressed or implied, is made by **Northeast Business Partners** 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 **Northeast Business Partners** verbally or in writing.

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

Agreed to and accepted this _____ day of _____, 2004.

Name

Signature

Phone

Address

Broker's Signature