

# New England Restaurant Group



VOICE: 978-239-9994 FAX 339-883-3027

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (NDA)

I, (we) (please print name(s) clearly) \_\_\_\_\_

herein known as Buyer(s), hereby agree to conduct business through *New England Restaurant Group*, referred to herein as the Broker, with regard to the businesses advertised \_\_\_\_\_ and provided by *New England Restaurant Group*. In conjunction with the possible purchase by you of the business which you have inquired about, *New England Restaurant Group* will be providing you information regarding this business, it's financial profit and loss statements, operations and prospects, all of which are considered confidential Information. In consideration of obtaining such Proprietary Information, you the buyer(s) hereby agree:

1. Unless Broker and Seller agrees otherwise in writing, you will not disclose or reveal any Proprietary Information to any person(s) or entity (entities) other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed purchase.
2. If you decide you do not wish to pursue the proposed purchase, you will advise us of that fact, and return to us all Proprietary Information, and all copies thereof, which have been furnished to you by the Broker.
3. The Buyer(s) acknowledges that all information is from sources deemed reliable. *New England Restaurant Group* makes no warranty or representation, expressed or implied, as to the accuracy thereof and it is submitted subject to errors, omissions, changes and withdrawal from the market. It is also understood that this Agreement applies to any information previously supplied by *New England Restaurant Group* orally or in writing.
4. The Buyer(s) also agrees under no circumstances to approach or enter any property or business presented by *New England Restaurant Group* without a Broker being present. If the Buyer(s) violates this clause, Seller and or the Broker will bring legal action for damages and for violating this agreement.
5. The Buyer acknowledges that *New England Restaurant Group* is an agent of the Seller, and represents the seller.

Once you have signed and returned this agreement to us by fax or e-mail, we will be happy to provide appropriate information as requested. **Additionally by signing below, you agree not to contact the Business Owner(s) or their landlords, employees, suppliers, customers, competitors or any other individual or entity related to the subject Business, once we have disclosed this information to you.** This Agreement is a legal document that creates binding obligations. All parties have been advised to consult an attorney for the purpose of purchasing said business.

A 10% escrow deposit will be required upon signing of a Purchase and Sale Agreement and will be held in escrow by *New England Restaurant Group* in a non-interest bearing account. This deposit becomes part of your down payment for the business. It is understood that *New England Restaurant Group* will be the acting escrow agent in all transactions. This NDA covers you for all of our listings and is only valid for 6 months. We do not share your information with anyone or any entity what so ever except the seller of the business. Any information that you provide to us is kept with the strictest confidentiality.

**BUYER'S FINANCIAL RESOURCES** Phone No. \_\_\_\_\_

DATE \_\_\_\_\_

Cash on hand \$ \_\_\_\_\_ Value of Securities \$ \_\_\_\_\_

Equity in real estate \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

BUYER(S) SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

E. Williams \_\_\_\_\_ DATE \_\_\_\_\_

**Fax form back to 339-883-3027 or e-mail to nerestaurants@yahoo.com**