



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between Corbett Restaurant Group, LLC (“Broker”), and _____ (“Buyer”).

Buyer agrees to conduct business exclusively through Broker with regard to businesses and/or real estate listed by Broker, or introduced to Buyer by Broker (the “Listings”). In connection with the possible acquisition by Buyer of the Listings, Broker will furnish Buyer information regarding the Listings (“Confidential Information”). In consideration of obtaining Confidential Information, Buyer hereby agrees:

BUYER’S OBLIGATIONS

1. Buyer agrees not to disclose or reveal any Confidential Information, including the existence of the Listing, to any persons or entities other than Buyer’s employees or representatives who are directly participating in the evaluation of the information, and only then in connection with the proposed acquisition.
2. Buyer shall not directly contact the Listing owners or their landlords, employees, agents, representatives, suppliers or customers (collectively, the “Listing Party”) except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any Listing presented by Broker will be conducted exclusively through Broker.
3. Buyer shall not circumvent or interfere with Broker’s contract with the Listing Party in any way. Buyer understands that if Buyer interferes with Broker’s contract with any Listing Party, Buyer will be personally liable to Broker for the payment of Broker’s commission. Buyer recognizes that under the terms of Broker’s listing agreement a commission shall be due if at any point in time a Listing, or any interest therein, is transferred from a Listing Party to a Buyer introduced by Corbett. Buyer agrees that s/he will not engage with any Listing Party at any time subsequent to being introduced by Corbett for the purpose of purchasing a Listing without Broker’s involvement.
4. All information regarding the Listing is provided by the Listing Party or other sources and is deemed reliable, but not verified in any way by Broker. Broker makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, Buyer shall perform its own due diligence prior to entering into an agreement to purchase any Listing. Buyer agrees that Broker is not responsible for the accuracy or completeness of any of the information Buyer receives or fails to receive, and Buyer agrees to, defend, indemnify and hold harmless Broker and any of its agents from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to Buyer with respect to any business Buyer might purchase.
5. The Buyer acknowledges and understands that Corbett Restaurant Group is an agent of the Listing Party.
6. Buyer represents that the BUYER’S INFORMATION provided to Broker below is true and accurate.



GENERAL PROVISIONS

7. **Deposit.** A 10% escrow deposit will be required upon signing of a Purchase and Sale Agreement and will be held by Broker in a non-interest bearing account.
8. **Attorney's Fees.** In the event it shall become necessary for the Broker to retain legal counsel in order to enforce the provisions of this Agreement, the Broker shall be entitled to collect reasonable legal fees from the Buyer in connection therewith.
9. **Binding Effect; Benefits.** This Agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, successors, and assigns. Except as otherwise set forth herein, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, and assigns any rights, remedies, obligations, or other liabilities under or by reason of this Agreement.
10. **Governing Law.** The Agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the Commonwealth of Massachusetts. All parties submit themselves to the jurisdiction of the courts of Massachusetts, for all purposes with respect to the Agreement.
11. **Severability.** A determination that any provision or provisions of the Agreement is invalid, illegal or otherwise unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of any other provision or provisions of the Agreement.
12. **Execution.** The Agreement shall become effective when executed by all parties and may be executed in counterparts, any one of which shall be deemed to be an original instrument. Any proof of the Agreement shall require production of only one such counterpart duly executed by the party to be charged therewith.
13. **Entire Agreement.** The parties hereto agree that the Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement and that there are no other agreements, understandings, representations or warranties made or given, except as expressly set forth herein. All prior agreements, understandings, letters and/or communications relating to the subject matter of the Agreement shall be null and void and shall be superseded by the Agreement, except as expressly set forth herein.
14. **Interpretation.** Should any provision of the Agreement require interpretation or construction, the parties hereto agree that the court, administrative body, or other entity interpreting or construing the Agreement shall not apply a presumption that the provisions herein shall be more strictly construed against one party by reason of the rule of construction that the provisions of a document shall be more strictly construed against the party who itself or through its representatives prepared same; it being agreed that the parties and their respective attorneys have fully participated in the preparation of all provisions of the Agreement.
15. **Authority.** The undersigned individuals represent, warrant and certify that s/he is authorized to execute the Agreement in the capacity indicated.
16. **Assignment.** The rights and obligations of the parties under this Agreement shall not be assignable except with the prior written consent of the other party hereto.
17. **Counsel.** This Agreement is a legal document that creates binding obligations. All parties have been advised and have been given an opportunity to consult an attorney.



BUYER'S INFORMATION

DATE _____

Cash on hand \$ _____

Value of Securities \$ _____

Equity in real estate \$ _____

Other \$ _____

BUYER(S) SIGNATURE _____

DATE _____

PRINT NAME(S) _____

STREET _____ CITY _____ STATE _____ ZIP _____

PHONE _____ CELL PHONE _____

EMAIL _____

Agent for Corbett Restaurant Group