

EAST COAST BUSINESS BROKERS

& East Coast Realty Partners

Built on Trust. Backed by Results.

20 Broad Hollow Rd, Suite 3009, Melville, NY 11747 • 516-254-3236 • listings@eastcoastbusinessbrokers.com

MUTUAL CONFIDENTIALITY AGREEMENT

Pre-Engagement – Seller / Owner Valuation

This Mutual Confidentiality Agreement (the “Agreement”) is entered into as of _____, by and between **East Coast Business Brokers & East Coast Realty Partners**, with offices at 20 Broad Hollow Rd, Suite 3009, Melville, NY 11747 (“Broker”), and the undersigned business owner or authorized representative identified in the signature block below (“Owner”). Broker and Owner may each be referred to as a “Party” and collectively as the “Parties.”

The Parties wish to engage in confidential discussions regarding the potential listing and sale of Owner’s business and/or associated real estate (the “Business”), including the preparation of a valuation, opinion of value, marketing strategy, and possible engagement of Broker as Owner’s exclusive listing representative (collectively, the “Purpose”). In order to evaluate the Purpose, each Party may disclose Confidential Information to the other. In consideration of such disclosures, the Parties agree as follows:

1. Confidential Information

“Confidential Information” means all non-public information disclosed by either Party (the “Discloser”) to the other (the “Recipient”), in any form, in connection with the Purpose. With respect to information disclosed by Owner, Confidential Information includes without limitation: the identity, name, and location of the Business and its owners; financial statements, tax returns, and earnings; customer, supplier, employee, and vendor information; leases and contracts; the fact that Owner is considering a sale; and any operational, strategic, or proprietary information. With respect to information disclosed by Broker, Confidential Information includes without limitation: valuation analyses, opinions of value, marketing strategies, buyer prospect lists, pricing models, fee structures, deal templates, and proprietary processes. Confidential Information excludes information that (a) is or becomes publicly available through no fault of Recipient, (b) was lawfully in Recipient’s possession without obligation of confidentiality prior to disclosure, (c) is independently developed by Recipient without use of Discloser’s information, or (d) is required to be disclosed by law or court order, provided Recipient gives Discloser prompt prior written notice.

2. Use and Purpose

Recipient shall use Confidential Information solely for the Purpose and for no other reason. Without limiting the foregoing, Broker shall not use Owner’s Confidential Information to advise, represent, or solicit any competitor of the Business, and shall not include the Business in any marketing or buyer outreach without Owner’s prior written authorization (typically pursuant to a separate executed listing agreement).

3. Non-Disclosure

Recipient shall hold all Confidential Information in strict confidence and shall not disclose it to any third party, except to Recipient's attorneys, accountants, or other professional advisors who have a need to know for the Purpose, who are informed of its confidential nature, and for whose compliance Recipient remains responsible. Broker shall not disclose Owner's identity or the fact that Owner is considering a sale to any prospective buyer, employee, customer, supplier, competitor, or any other third party without Owner's prior written consent.

4. No Solicitation; No Interference

Broker shall not, during the Term and for a period of **twelve (12) months** thereafter, directly or indirectly solicit for hire any employee of the Business whose identity became known to Broker through Confidential Information, or attempt to divert any customer or supplier of the Business to any other client of Broker. Nothing in this Section restricts general solicitations not specifically targeted at the Business.

5. Return or Destruction of Materials

Upon written request by either Party, or upon a Party's decision not to proceed with the Purpose, Recipient shall promptly return to Discloser or destroy all Confidential Information and all copies, notes, and derivatives thereof, and shall certify such destruction in writing if requested. Notwithstanding the foregoing, Recipient may retain one (1) archival copy solely for compliance and recordkeeping purposes, which shall remain subject to the obligations of this Agreement.

6. No Commitment

This Agreement is entered into solely to enable confidential discussions regarding the Purpose. Nothing in this Agreement obligates Owner to engage Broker, list the Business, or consummate any transaction. Nothing in this Agreement obligates Broker to accept any engagement, prepare any valuation, or take any action with respect to the Business. Any engagement of Broker by Owner must be set forth in a separate, written, signed listing or representation agreement.

7. Term

The obligations of confidentiality and non-use under this Agreement shall continue for a period of **two (2) years** from the date of execution, except that obligations relating to trade secrets shall continue for so long as such information remains a trade secret under applicable law.

8. Remedies

Each Party acknowledges that a breach of this Agreement may cause irreparable harm to the other Party for which monetary damages would be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief, in addition to all other remedies available at law or in equity, without the necessity of posting a bond. The prevailing Party in any proceeding to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

9. Governing Law; Miscellaneous

This Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws principles, and the Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Nassau County or Suffolk County, New York. This Agreement constitutes the entire understanding between the Parties regarding its subject matter, may be amended only in writing signed by both Parties, and may be executed in counterparts, including by electronic or digital signature. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

Brokers have read, understand, and agree to be bound by this Agreement.

OWNER / SELLER:

Title:

Business / Entity Name:

Address:

Phone:

Email:

BROKER:

East Coast Business Brokers & East Coast Realty Partners

_____ *Test Sign* _____ Date: _____

By: Henry Galasso

Title: Founder & President

Phone: 516-779-8900

Email: listings@eastcoastbusinessbrokers.com