

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between 1) Pairpoint Group LLC and One Hundred Three Epping Rd LLC__having its principal place of business at PO Box 70; Exeter, NH 03833__ & 2) _____ having its principal place of business at _____, individually referred to as “Party” and collectively referred to as “Parties”.

The Parties wish to exchange Confidential Information (as defined in Section 2) for the following purpose(s): a) to evaluate whether to enter a contemplated business transaction, and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligation to the extent the terms set forth below are incorporated therein (the ‘Purpose’). The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The effective Date of this Agreement is ___/___/___
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential information”) to the other Party or Parties including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement entered into between the Parties and the discussions, negotiations, and proposals related thereto; and (f) information acquired during any facilities visits.
3. The Party or Parties receiving Confidential Information (individually or jointly “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party or Parties (individually or jointly “Discloser”): (a) if it is clearly and conspicuously marked as “confidential” or with a similar consignment or (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after the presentation or communication.
4. Recipients will use the Confidential Information only for the Purpose described above. Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of the Confidential Information in violation of this agreement; and/or (b) communication of Confidential Information to any authorized third parties. Confidential Information may only be disseminated to employees, directors, agents, or third-party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions like those set forth herein or are otherwise under a confidentiality obligation to the Recipient regarding this Confidential Information.

5. Each Party agrees that is shall not do the following, except with the advanced review and written approval of the Parties: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Parties; or (b) make copies of documents containing Confidential Information, except for Confidential Information disseminated to employees, directors or third-party contractors of Recipient pursuant to the terms and conditions of paragraph 4 above.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) was known to Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is independently developed by Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be disclosed by operations of law court order or other governmental demand ("Process"); provided that (i) Recipient shall immediately notify the Discloser of such Process; and (ii) Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. This Agreement shall remain in effect until it is terminated by either party with thirty (30) days prior notice. Notwithstanding the foregoing, this Agreement shall survive with respect to Confidential Information that is disclosed before the effective date of termination.
9. Unless the Parties agree otherwise in writing, Recipient's duty to protect Confidential Information expires five (5) years from the date of disclosure. Recipient, upon Discloser's request, will promptly return all Confidential Information received from Discloser, together with all copies, or certify in writing all such Confidential Information and copies thereof have been destroyed.
10. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services, products
11. Each Party acknowledges that damage for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

12. This Agreement does not create any agency or partnership relationship. This Agreement will not be assigned or transferable by either Party without the prior written consent of the other Party.
13. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
14. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions and modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or any other provision.
15. Should any portion (word, clause, phrase, sentence, paragraph, or section) of this Agreement be declared void or unenforceable by a court having competent jurisdiction, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected. The Parties hereto shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such void or unenforceable portion in light of the interest of this Agreement.
16. This Agreement and any matters related thereto shall be governed by and enforced in accordance with the laws of the State of New Hampshire , without reference to its conflict of laws principles. The exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within **Rockingham County, New Hampshire** (state).

Buyer Name: _____

Company: _____

Title: _____

Date: _____

Signature: _____

Buyer Name: _____

Company: _____

Title: _____

Date: _____

Signature: _____

Broker/Agent Name: _____

Real Estate Company: _____

Title: _____

Date: _____

Signature: _____

Sellers Name: Pairpoint Group LLC and/or One Hundred Three Epping Rd, LLC

Title: Managing Member _____

Date: _____

Signature: *Elliot Berkowitz* dotloop verified
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