

# Non-Disclosure Agreement

The undersigned acknowledges that Colliers in New Hampshire ("Colliers") is the Seller's agent and will furnish to the undersigned potential buyer ("Buyer") certain proprietary data ("Confidential Information") relating to the business affairs and operations of the following for **1 Charles Street & 63-71 Broadway, Dover, NH**.

It is acknowledged by Buyer that the information provided by Colliers is confidential; therefore, Buyer agrees not to disclose it and not to disclose that any discussions or contracts with Colliers | New Hampshire or **McSills Realty, LLC** ("Seller") have occurred or are intended, other than as provided for in the following paragraph.

It is acknowledged by Buyer that information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Buyer, except as provided in this agreement, may cause serious harm or damage to Seller's company, and its owners and officers. Therefore, Buyer agrees that Buyer will not use the information furnished for any purpose other than as stated above, and agrees that Buyer will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part to any third party; provided, however that (a) information furnished maybe disclosed only to those directors, officers and employees of Buyer and to Buyer's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Buyer of the confidential nature of such information and shall be directed by Buyer to treat such information confidentially), and (b) any disclosure of information may be made to which Colliers consents in writing. At the close of negotiations, Buyer will return to Colliers all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof.

BUYER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (typed or printed)

