

**CONFIDENTIALITY AGREEMENT**

Nick Lucas of The Boulos Company (Agent) has been retained by Seller to represent the offering of its interest in **76 Northern Avenue in Gardiner, ME**. Recipient hereby acknowledges and agrees that certain confidential information which has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property listed above.

Seller or The Boulos Company, nor any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed to be reliable but Seller or The Boulos Company does not warrant or represent that the information is true or correct. Recipient is advised to verify information independently. Seller or The Boulos Company reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that the information provided is confidential, that you will hold and treat it in the strictest of confidence, that you will not directly or indirectly disclose or permit anyone else to disclose to location or any information to any other firm or entity without prior written authorization of Seller or The Boulos Company, and that you will not use or permit to be used this information, in any fashion or manner detrimental to the interest of Seller or The Boulos Company. Photocopying or other duplication is strictly prohibited.

While Seller and/or The Boulos Company may discuss the purchase and sale of the Property with Recipient, either Seller or The Boulos Company in our sole and absolute discretion, may terminate discussions at any time and for any reason. Recipient acknowledges Seller has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Seller or The Boulos Company, except to the extent expressly set out in a written agreement signed by Seller.

Principal is advised that Nick Lucas is acting on behalf of Seller as Exclusive Agent in connection with this Property. Should the Principal elect to have representation by a Co-broker, Principal hereby agrees that any fees earned by or owed to Co-broker in connection with this transaction will be paid by the undersigned Principal. Principal and Co-broker agree to indemnify and hold harmless The Boulos Company, Seller, their respective affiliates, agents, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by Co-broker, finder or similar agent for commissions, fees or other compensation except as agreed herein, for bringing about any investment in this Property by Principal.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Seller or The Boulos Company. **Please execute below and return to nluucas@boulos.com at your earliest convenience.**

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF THE PREPARATION OF THIS MEMORANDUM.

AGREED AND ACCEPTED, this \_\_\_\_\_ day of \_\_\_\_\_ 2024

**Principal**

By: \_\_\_\_\_ E-Mail Required: \_\_\_\_\_

Title: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_