

**Boulderwood Group, LLC
38 Church Street
Lenox, MA 01240
413-637-0111**

NON-DISCLOSURE AGREEMENT

In consideration of Boulderwood Group, LLC's (hereafter BWG) disclosure to you of Confidential Information for any of our clients, you understand and agree that:

"Confidential Information" means all oral, written data, reports, records or materials obtained by BWG or the seller(s) relating to a Business including the name, address and type of business the names of the owners, the knowledge that the Business may be sold, or even the fact that Confidential Information has been provided. It includes, without limitation, plans, programs, policies, studies, samples, customers, methods of operation, concepts, ideas, analyses, financial statements, interpretations, notes, compilations and documents, whether prepared by BWG, the Business or otherwise, and relating to the Business, It does not include anything generally known or available to the public which you obtain on a non-confidential basis from a source other than BWG. If any reasonable doubt exists about whether anything is or may be Confidential Information, It is.

All Confidential Information will be furnished to you solely in connection with your consideration of the acquisition of a Business and shall be treated as confidential and proprietary. You will not use, disclose or disseminate any Confidential Information to others without BWG's consent, other than to those of your employees, agents and representatives whose knowledge of the Confidential Information is required for you to evaluate a Business as a potential acquisition. You will be responsible for each such person's compliance with the terms and conditions of this Agreement. You will not interfere with any operations of a Business through the use of any Confidential Information or knowledge acquired under this Agreement, nor use any such Confidential Information for your own account or advantage. You agree to have no direct contact with the principals of any business as to which BWG provides you with information.

All Confidential Information shall be promptly returned or destroyed as directed by BWG or the seller(s) of a Business.

BWG represents the seller(s) of the business. The seller(s) of the Businesses are the intended third-party beneficiaries of this Agreement and may enforce the terms of this Agreement as if parties hereto. Nothing in this Agreement is intended to create or may be construed as creating a principal-agent relationship between BWG and you. You agree and acknowledge that BWG's sole undertaking is to provide certain information to you. You will engage such

professional advisors as you deem necessary and appropriate in connection with a potential acquisition and you confirm that you have not engaged BWG to provide any such advice to you.

Neither BWG nor any of its employees, agents or representatives, makes any representations or warranties, express or implied, as to the completeness or accuracy of any Confidential Information. Only those representations and warranties, if any, made by the seller(s) in a definitive purchase agreement, when, how and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect or may be relied upon by you. You understand and acknowledge that it is your responsibility to perform due diligence review and other investigation at your cost and expense prior to any such acquisition and that BWG is not undertaking to conduct any such due diligence on your behalf, nor otherwise acting on your behalf.

You shall indemnify, hold harmless and defend BWG, the seller(s) and their employees and agents from and against any and all claims, losses, expenses, liabilities, demands and obligations (including legal fees and expenses) that any of them may suffer or incur on account of any claim arising out of this Agreement, the performance of your obligations hereunder, or BWG's provision of information regarding a Business to you, except to the extent such claim, loss, expense, liability, demand or obligation is determined by a court of competent jurisdiction to have been caused by such indemnified person's willful breach of this Agreement or reckless misconduct. If it should be necessary for BWG or the seller(s), or any of their employees or agents to resort to legal action to enforce any of the terms of this Agreement or to collect any amounts or sums due hereunder, you agree to reimburse BWG and the seller(s) for their actual reasonable attorney fees, in addition to any other amounts owed, so long as BWG or the seller(s) are the prevailing parties in such proceedings. The rights and remedies herein are cumulative and not exclusive of other rights and remedies that may be granted or provided by law.

Your obligations shall survive the execution of this Agreement, a closing and any termination of the business relationship between BWG and you.

Name of Individual(s): _____

Address: _____

Telephone: _____

Email: _____

Signature: _____

Date: _____