

## **NON DISCLOSURE/ CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is entered into as of **DATE**,  
by and between **Philip L. Goduti d/b/a Wedgestone Real Estate Advisors**  
with a principal place of business at **POB 750015, Arlington Hts., MA 02476**  
(together with its principals, agents and employees, "Broker")  
and:  
with a principal place of business at :  
("Co-Broker")

### **RECITALS**

- A. Broker and Co-Broker desire to enter into discussions whereby each would explore the prospect of a business proposal or other agreement with the other.
- B. In connection with their respective businesses, Broker and Co-Broker may discuss certain Confidential Information including but not limited to business metrics, employee lists, client information, business plans, and other confidential information, and/or trade secrets or ideas proprietary to Broker. All such information, together with the fact of receipt of any such information and any conclusions derived from review of such information and any work product based upon or including such information are referred to herein as the "Confidential Information".
- C. Broker and Co-Broker desire to keep the Confidential Information and any other information they exchange confidential pursuant to the terms and conditions set forth below.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. The Co-Broker agrees that it will maintain the Confidential Information in trust and confidence for a period of two (2) years from the date Broker last discloses to Recipient. Without limiting the foregoing, the Co-Broker will not duplicate, sell, use, reveal or otherwise disclose the Confidential Information it receives, except as expressly permitted in writing by the Broker, to any person other than (i) its principals and (ii) any professional or consultant it retains for purposes of evaluating a transaction with the Broker, provided that such person or firm agrees in writing to be bound by this Agreement to the same extent that the Co-Broker is bound by this Agreement, and that the Broker has in writing agreed to such dissemination.
2. The Co-Broker agrees that any computer files, financial statements, performance metrics, summaries, abstracts or analysis, and any notes, memoranda or correspondence, in whatever media, or other information or writing or record of any kind which contain or are in any way prepared from or incorporate Confidential Information provided shall also be deemed Confidential Information intended only for the purposes of effecting an agreement between the

Broker and Co-Broker, and or the effecting of the making of a loan or the completing of some transaction with a third party and for no other purpose whatsoever.

3. The Confidential Information shall not include any information that:

- a. Is in the public domain at the time of disclosure excepting the name of a borrower, buyer or seller, property information, or work product of the Broker.
- b. Enters the public domain after the time of disclosure by a means other than breach of this Agreement or another confidentiality agreement, provided that the Co-Broker, at least 10 business days prior to disclosure of such information in reliance on this clause, notifies the Broker that the Co-Broker believes such information to have entered the public domain and refrains from disclosing the same if the Broker advises the Co-Broker that it disputes reliance on this clause.
- c. Is disclosed by a third party having possession thereof and the right to make such disclosure.
- d. Is known by the Co-Broker prior to disclosure by Broker to the Co-Broker.
- e. Is independently developed by the Co-Broker by persons who did not have access to Confidential Information.

4. The Co-Broker shall not be in breach of this Agreement in the event it discloses Confidential Information as required (a) by applicable law or (b) by compulsory process, provided, however, that it shall, to the extent lawful and feasible, give at least 20 business days prior notice, or as early as may be practicable, of such anticipated disclosure to the Broker and reasonably cooperate in any effort by the Broker to prevent or limit such disclosure.

5. The Co-Broker agrees to immediately and unconditionally return (or destroy or delete if so instructed by Broker) all Confidential Information, however recorded in any medium, at such time that (a) the evaluation period or relationship ends, or (b) upon the request of the Broker.

6. The parties agree that any breach by the Co-Broker of these undertakings may cause the Broker irreparable injury that would not be adequately compensated at law and therefore agree that in the event of a breach or threatened breach of any undertaking herein, the Broker may seek equitable relief, including without limitation injunctive relief, in addition to any other remedies available at law or equity.

7. This Confidentiality Agreement supersedes all former agreements between the parties with respect to the subject matter set forth herein. All disputes between the parties shall so far as practicable be governed by, and this Agreement shall be construed in accordance with, the laws of the Commonwealth of Massachusetts applicable to contracts entered into and intended to be performed in the Commonwealth of Massachusetts, and shall be adjudicated solely in the courts of the Commonwealth of Massachusetts, without regard to any otherwise applicable principles of conflicts of laws.

8. The Co-Broker understands and agrees that the Broker makes no representation or warranty as to the accuracy or completeness of the Confidential Information and that neither party nor any of its representatives shall have liability to the other party with respect to the accuracy or completeness thereof.

9. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. This Agreement may only be modified in writing.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature received by facsimile transmission shall be binding as an original.

11. Anything hereinto the contrary notwithstanding the address or location of any property, the existence of any fact or circumstance relating to any such property, including the name of the owner or the availability of the property for sale or development, financing or otherwise shall be deemed Confidential Information.

12. The Co-Broker hereby stipulates and acknowledges for all purposes whatsoever including the establishment of damages that the Broker has an expectation of profit from the use of the information and profit contemplated by the project and agrees to indemnify and hold free from all harm or loss the Broker occasioned by the improper use, dissemination, release, or otherwise of the Confidential Information and further agrees that any profit or advantage obtained by the Co-Broker from the improper use or any use not expressly permitted in writing by the Broker shall become the property of the Broker.

13. Unless provided otherwise by separate writing the Broker and the Co-Broker agree: that the amount of any fee or charge charged a third party, including without limitation loan origination fees, brokerage fees of whatever nature, consulting fees, and in general all such expectations of profit shall (a) be agreed to by both parties and (b) shared promptly on a 50/50 share and share alike basis, after the deduction from the gross amount of any actual expenses incurred by either party.

IN WITNESS WHEREOF, the parties to this Agreement have executed it, as of the date first above written.

**Philip L. Goduti, dba Wedgstone  
Real Estate Advisors, Broker**

**Co-Broker**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_