



**THIS NON-DISCLOSURE AGREEMENT** is made with effect from \_\_\_\_\_, 2024 (the “Effective Date”) between:

**GEO** Gastronomy Estates Organization, LLC, broker (the “Disclosing Party”).

**And** YOUR NAME, having a place of business at YOUR ADDRESS, buyer (“the Receiving Party”).

**I (we)**, the prospective purchaser, Receiving Party has indicated its interest in a certain business or real property (collectively, “Property”) for which it will be necessary for the Disclosing Party to disclose to the Receiving Party Information (as defined below). The term “Information” means information concerning the Property of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, financial information, know-how, business plans, financial projections and business models, agreements with third parties, trade secrets, research, product plans, products, services, business partners, suppliers, customers, pricing and costs, market analysis, inventions, processes, technology, designs, drawings, marketing, devices, samples or materials owned or licensed, prototypes, data, licenses, any type of intellectual property, computer software and data, physical objects, and any information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be deemed confidential). **I (we)**, the prospective purchaser, Receiving Party understand and agree that I (we) have not signed an Exclusive Agency Agreement with another broker or agent. I (we) further warrant that no other Broker or Agent shall be involved in a transaction of any business and/or real property that GEO Gastronomy Estates Organization reveals or provides information, without the express written consent of GEO Gastronomy Estates Organization.

1. This Agreement will apply to any disclosure of Information by the Disclosing Party. Receiving Party shall keep confidential and shall not disclose the Information to any other person or entity, including, without limitation, advisors, consultants, fiduciaries, agents or affiliates of Receiving Party, without the Disclosing Party’s prior written consent, and shall not make any use of such Information for any purpose other than in connection with the Services (the “Authorized Purpose”).
2. Receiving Party agrees that any information provided by the Broker on any business and/or real property that the Broker finds for the Purchaser or listed with the Broker is sensitive and confidential and that its disclosure to others may be damaging to the described business and its owners. And the Receiving Party will not close on these businesses/properties without the Broker GEO Gastronomy Estates Organization receiving the full commission.
3. Receiving Party agrees that all communications and further inquiries shall be made only through Disclosing Party regarding the Property, or any other future business and/or real estate(s) that may be introduced to Receiving Party by Disclosing Party. Receiving Party further agrees that it will not directly or indirectly contact the seller(s) of the Property. Any attempt to breach this mutual understanding or to circumvent Disclosing Party’s agreement with seller(s) shall be actionable at law for tortious interference with said agreement.
4. This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Party of a license or any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an “as is” basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Party as a result of the Receiving Party’s use of the Information.
5. This Agreement is governed by and shall be construed in accordance with the laws of the State of New Jersey, excluding principles of conflict of laws and the parties submit to the non-exclusive jurisdiction of the courts of the State of New Jersey and the federal courts situated in New Jersey with respect to any matter arising under or relating to this Agreement. This Agreement contains the entire understanding relative to the protection of the Information covered by this Agreement, is executed by authorized representatives of each party.
6. This Agreement may be executed by PDF. In the event the signatures below are obtained via a facsimile transmission or an electronic email, said signature shall be deemed legally binding, as it would have been if the signature had been obtained in person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.