

The undersigned (the "Recipient") acknowledges that BayState Business Brokers (the "Broker"), 60 Kendrick Street, Suite 206, Needham, MA 02494 has been engaged to represent the Seller in the sale of the business described as Listing **1718 – Niche Medical Testing Company** (the "Business"). To induce Broker and Seller to furnish certain non-public, confidential, and proprietary information (the "Information") regarding the Business to Recipient for Recipient's evaluation and possible purchase of the Business (the "Transaction") and in consideration for Broker and Seller providing the Information, Recipient agrees and warrants to Broker and Seller as follows:

The term "Recipient" as used herein shall mean and include the undersigned, individually, and as a member of any entity as an employee, partner, stockholder, officer, director, agent, adviser, consultants, manager, member, or any other capacity whatsoever, as well as the representatives of any of the foregoing. The term "Information" as used herein shall include all Information furnished to the Recipient, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," either before, on or after the date of this Agreement, together with all notes, analyses, compilations, studies, summaries, extracts or other documents or records prepared by the Recipient which contain or otherwise reflect or are generated from such information. The "Information" also shall include the fact that the Business is for sale, or listed for sale, and that any discussions are taking place concerning a possible sale of the Business. Recipient agrees to protect and safeguard the confidentiality of all such Information with at least the same degree of care as it uses to protect its own non-public, confidential or proprietary information, but in no event with less than a commercially reasonable degree of care, except that Recipient may disclose the Information or portions thereof to those persons within Recipient's organization, or independent advisors, who have a need to know such Information for the purpose of evaluating the Transaction. Recipient agrees to be responsible for the compliance of these other parties with all provisions of this Agreement and agrees to fully cooperate with the Seller in any effort undertaken by the Seller to enforce its rights related to any such breach of this Agreement. Recipient agrees not to utilize the Information in the conduct of Recipient's or any other party's present or future businesses or utilize it to enter into or compete with the Business or assist any other party to do so. If the Recipient is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, Recipient shall provide the Seller with prompt written notice of such requirement, shall furnish only that portion of the Information which Recipient is advised by written opinion of counsel is legally required and only in the manner legally required, and shall exercise best efforts to obtain assurance that confidential treatment will be accorded such Information.

If the Recipient decides not to pursue the Transaction or at the Broker's or Seller's request at any time, the Recipient agrees to return to the Broker and/or the Seller all copies, whether in written, electronic or other form or media, of the Information, or destroy all such copies and certify in writing to the Broker and the Seller that such Information has been destroyed, in each case within ten (10) calendar days. In addition, the Recipient shall also destroy all copies of any notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials created by the Recipient and certify in writing to the Broker that such copies have been destroyed. All verbal Information shall be held by Recipient subject to the terms of this Agreement.

Recipient agrees to refrain from contacting the Seller's employees, customers, suppliers, landlord or agents other than Broker for any reason whatsoever without the prior written consent of the Seller. Recipient agrees not to utilize the Information, or permit it to be accessed or utilized, now or at any time in the future, other than to evaluate the Transaction. Recipient shall not, directly or indirectly, on its own behalf or on behalf of any other person or entity: (i) solicit or hire employees of, or independent contractors or consultants to, the Seller or its affiliates (or persons who at any time within one (1) year immediately prior thereto were employees of, or independent contractors or consultants to, Seller or its affiliates), or solicit or otherwise attempt to induce employees of, or independent contractors or consultants to, Seller or its affiliates to terminate their employment or work with Seller or its affiliates; and/or (ii) solicit, divert or take away, attempt to divert or take away, or accept as customers (x) any existing customers of Seller or (y) individuals or entities that were customers of Seller at any time within one (1) year immediately prior thereto, in each case for the purposes of causing such customers to purchase products or services competitive with those offered by Seller or causing such customers to terminate, restrict or reduce their business relationships with Seller for any reason.

The Information furnished, and to be furnished, is provided by Seller, or based on representations of the Seller, and Broker has made no investigation of it. Recipient releases Broker from any liability or responsibility in connection with the accuracy, completeness, or any other aspect of the Information provided. Recipient agrees that any warranties or representations of the Seller for the Information provided will only be made in a Purchase and Sale Agreement in connection with the purchase of the Business. Recipient accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

Recipient acknowledges and understands that the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. Recipient will present all offers for the business through Broker and conduct all negotiations on any proposed transaction through Broker. Recipient agrees not to take any actions that could interfere with or hinder the collection of Broker's fees in connection with this transaction. Recipient irrevocably appoints Broker to hold all Recipient deposits presented as part of an offer to purchase the Business. Recipient represents that Recipient has sufficient resources to complete the transaction for the asking price and terms. Recipient agrees to provide, upon request by Broker or Seller, financial statements, credit reports, references, and other pertinent information evidencing such financial sufficiency.

The Recipient agrees to indemnify and hold harmless the Broker, Co-Broker, and Seller, including their respective agents, representatives, and employees from and against any and all claims, liabilities, actions, causes of action, and damages, arising from or relating to any injury or loss attributed to actions, omissions, wrongful conduct or other breach of this Agreement by Recipient, which indemnification shall include without limitation reimbursement of attorney's fees and expenses incurred by the Broker and/or Seller in connection therewith. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the City of Boston and County of Suffolk, and the Recipient irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to Recipient's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. If any part of this Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

**Agreement for this business only: #1718 – Niche Medical Testing Company**

**Be sure to fill in this form completely. Edited or incomplete forms will cause a delay in processing.**

Cash available for a down payment on a loan to buy the business: \$ \_\_\_\_\_ Net Worth: \$ \_\_\_\_\_ Credit Score: \_\_\_\_\_

Any disqualification for financing? \_\_\_\_\_ Current Job: \_\_\_\_\_

Related experience for this business: \_\_\_\_\_

Others involved in decision: \_\_\_\_\_ When do you want to own? \_\_\_\_\_

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

Tel: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

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