

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement will confirm our mutual understanding in connection with Bielat Santore & Company (“BSC”) providing, and you (“CUSTOMER”), receiving information regarding certain business and/or real estate property opportunities (“Listing(s)”).

1. “Information” means all oral or written data, reports, records or materials obtained from BSC, including the name, address and type of business and/or real estate of the Listing(s), the knowledge that the Listing(s) may be considered for sale, or even the fact that information has been provided.
2. Information is being furnished to CUSTOMER solely in connection with CUSTOMER’s consideration of the acquisition of the Listing(s) and shall be treated as “secret” and “confidential” and no portion of it shall be disclosed to others, except to those whose knowledge of the information is required for CUSTOMER to evaluate the Listing(s) as a potential acquisition and who shall assume the same obligations as CUSTOMER under this Agreement. CUSTOMER hereby assumes full responsibility for the compliance of such persons to the terms of this Agreement.
3. CUSTOMER further agrees that it will not interfere with any business of the Listing(s) through the use of any information or knowledge acquired under this Confidentiality Agreement nor use any such information for CUSTOMER’s own account, nor disclose to the public that the Listing(s) may be or is being marketed for sale.
4. CUSTOMER hereby represents that it is acting on behalf of itself as a principal. CUSTOMER understands that although BSC will utilize its best efforts in assisting CUSTOMER, the Seller(s) has engaged the services of BSC and BSC has a fiduciary relationship with the Seller(s) only.
5. CUSTOMER agrees that all communications and further inquiries shall be made only through BSC regarding this Listing(s) or any other future Listing(s) that may be introduced to CUSTOMER by BSC. CUSTOMER further agrees that it will not directly or indirectly contact the Seller(s) of any Listing(s). Any attempt to breach this mutual understanding or to circumvent BSC’s agreement with Seller(s) shall be actionable at law for tortious interference with said agreement.
6. In the event that CUSTOMER decides not to pursue the acquisition of any of the Listing(s), CUSTOMER agrees to return all information and materials regarding Listing(s) provided by Seller(s) or BSC and/or destroy same as directed by BSC.

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7. It is understood that:
 - a) The information provided by BSC, was gathered from reliable sources, and opinions furnished by others, are considered correct, but no responsibility is assumed as to the accuracy thereof, and no warranty or representation, expressed or implied, is made to the origination of same and is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale or withdrawal without notice.
 - b) It is the obligation of each prospective purchaser, tenant, investor and/or lender, to investigate the conditions and attributes of the business and/or property, and to verify the accuracy of any information to the extent such purchaser, tenant, investor and/or lender deems necessary; and
 - c) any and all representations and warranties shall be made solely by the Seller(s) of the Listing(s), in a signed acquisition agreement or purchase contract, and then be subject to the provisions thereof.
8. CUSTOMER hereby agrees that in the event its signature below is 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.
9. The respective obligations of the parties under this Agreement shall survive this Agreement.