

JONES HOLLOW REALTY GROUP INC.

Business Brokerage · Commercial Real Estate
136 Carleton Ave, East Islip, NY 11730 · 646.670.8800 · brad@joneshollow.com

NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Listing Broker / Disclosing Party: Jones Hollow Realty Group Inc. ("Broker"), Brad Wilson, Licensed Real Estate Broker.

Business: Confidential Italian bakery located on the South Shore of Long Island, Suffolk County, New York (the "Business"). Identity, street address, and legal name will be disclosed only after this Agreement is fully signed.

BizBuySell / Listing No. (if known): _____

1. Purpose

Recipient is receiving confidential information solely to evaluate a possible purchase of the Business. Broker represents the seller. All contact regarding the Business must go through Broker unless Broker gives written permission otherwise.

2. Confidential Information

"Confidential Information" means all information relating to the Business or the sale, whether written, oral, electronic, or observed, including without limitation:

the fact that the Business is for sale; the identity, legal name, DBA, owners, address, and exact location; financial statements, tax returns, SDE / cash-flow figures, add-backs, and the Confidential Information Memorandum; recipes, processes, suppliers, pricing, customer information, employee information, lease terms, and landlord identity; photos, videos, and any other materials Broker or seller provide.

Confidential Information does not include information that is already public through no fault of Recipient, or that Recipient already lawfully possessed and can document.

3. Obligations

Recipient and any Cooperating Broker agree to:

- (a) Use Confidential Information only to evaluate a purchase of the Business.
- (b) Not disclose Confidential Information to anyone except Recipient's attorney, accountant, lender, or other advisors who need it for that evaluation, and only after telling them it is confidential. Recipient is responsible for those persons.
- (c) Not tell employees, customers, suppliers, competitors, the landlord, or the public that the Business is for sale.
- (d) Not contact the seller, staff, customers, suppliers, or landlord, and not visit the premises, except through Broker and with Broker's prior written consent.
- (e) Not use Confidential Information to compete with the Business or to interfere with its operations.
- (f) Return or permanently delete all Confidential Information within five (5) days if Recipient stops pursuing the Business or Broker asks in writing, except one copy retained by counsel if required by law.

4. Non-Circumvention

Recipient will not go around Broker. For twenty-four (24) months from the date of this Agreement, Recipient will not deal directly or indirectly with the seller to buy, option, lease, or acquire any interest in the Business, its assets, or its lease, except through Broker. If Recipient or anyone acting for Recipient closes a transaction in violation of this section, Recipient shall be liable to Broker for the commission Broker would have earned under Broker's listing agreement with the seller.

5. No Warranty / Independent Review

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Broker and seller provide information in good faith but make no representation that it is complete or accurate. Recipient must independently verify all information, the lease, licenses, equipment, and financials with Recipient's own advisors before making an offer or relying on any figure.

6. Term

This Agreement starts when signed and the confidentiality and non-circumvention duties last two (2) years. Sections that by their nature should survive (including non-circumvention and return of materials) survive expiration.

7. Remedies

A breach may cause irreparable harm. Broker and seller may seek an injunction and damages, including reasonable attorneys' fees if they prevail. New York law governs. Venue is Suffolk County, New York.

8. Cooperating Broker

If Recipient is represented by another broker or agent, that Cooperating Broker must complete and sign Section B. Cooperating Broker acknowledges that Jones Hollow Realty Group Inc. is the listing broker, that all negotiations go through listing Broker, and that Cooperating Broker will not circumvent listing Broker's commission. Any co-brokerage is subject to a separate written agreement with listing Broker. Signing this NDA does not by itself create a co-broke or split-commission obligation.

9. Entire Agreement

This is the entire agreement on confidentiality for this Business. It may be signed in counterparts and by electronic signature. If a provision is unenforceable, the rest remains in effect.

SECTION A — PROSPECTIVE BUYER

Complete in full. Print clearly.

Full legal name	Entity name (if any)
Title / role	Cell phone
Email	Preferred contact method
Street address, city, state, ZIP	
Proof of funds available to close (approx.)	Target closing timeframe
Baking / food-service experience (yes/no + brief)	Are you represented by a broker? Yes / No

I have read this Agreement, I am evaluating the Business in good faith, and I agree to be bound by it.

Buyer signature	Date
Print name	Second buyer signature (if any)

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Second buyer print name

Date

SECTION B — COOPERATING BROKER (if applicable)

Complete only if the buyer is represented. Leave blank if the buyer is unrepresented.

Broker / agent name

Brokerage firm

License no. and state

Office phone

Cell

Email

Office address

Cooperating Broker acknowledges Jones Hollow Realty Group Inc. is the listing broker for this Business, agrees to the confidentiality and non-circumvention terms above, will not contact the seller or visit the premises except through listing Broker, and will not interfere with listing Broker's commission. Any fee split requires a separate signed co-brokerage agreement.

Cooperating broker / agent signature

Date

Print name

Brokerage firm

SECTION C — LISTING BROKER ACKNOWLEDGMENT

Received by Jones Hollow Realty Group Inc. CIM and identity of the Business will be released only after this Agreement is complete.

Brad Wilson, Broker — Signature

Date

Listing / file no.

Date CIM released

This form is for use by Jones Hollow Realty Group Inc. in connection with a confidential business sale. It is not a purchase contract and does not create an obligation to sell or buy.