

STANDARD CONFIDENTIALITY / DISCLOSURE AGREEMENT

_____, (Herein know as **PROSPECT**), acknowledges and agrees that PROSPECT approached, or was approached by A Premier Real Estate Agency, Inc., a licensed Real Estate Broker in New Jersey, New York, Maryland and Pennsylvania, herein known as **BROKER**, and that BROKER was the first to advise PROSPECT of the availability of and details concerning the business opportunities and / or real properties as provided for on "**Exhibit A**" attached hereto AND PROSPECT HEREBY AGREES TO BE BOUND TO **SELLER** FOR ALL CONFIDENTIALITY AND DISCLOSURES AS ADDRESSED BELOW:

PROSPECT understands and agrees that all dealings concerning said business opportunities and or real properties will be handled through the BROKER and that the BROKER REPRESENTS THAT THE BROKER WILL BE PAID FOR ITS SERVICES BY THE SELLER, unless otherwise stipulated in writing, PROSPECT further agrees that information received with respect to the properties / opportunities named in Exhibit A will be kept in strict confidence and that PROSPECT shall not disclose this information to any person, excluding attorneys or accountants of PROSPECT. The PROSPECT'S sole purpose for seeking information about the properties / opportunities is to purchase the properties / opportunities. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to the SELLER, SELLER and/or BROKER shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages.

PROSPECT AGREES TO THE FOLLOWING:

PROSPECT WILL NOT VISIT SAID BUSINESS WITHOUT PRIOR APPROVAL BY SELLER.

PROSPECT WILL HAVE ANY FAMILY MEMBER OR ANY INDIVIDUAL THAT THE SELLER ANTICIPATES WILL BE INVOLVED WITH THE BUSINESS SIGN THIS AGREEMENT.

PROSPECT WILL NOT CONTACT ANY CUSTOMERS, LANDLORDS OR CONTACT OF SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL.

PROSPECT WILL NOT DIVULGE ANY INFORMATION OR CONTACT ANY CUSTOMERS OF SELLER FOR A PERIOD OF TWO YEARS FROM EXECUTION BELOW.

BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided is substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said properties / business opportunities. PROSPECT acknowledges that the PROSPECT has been advised to seek independent counsel of any attorney and / or an accountant to verify the information supplied to BROKER by SELLER to examine any and all applicable documents relevant to the transaction.

_____ *By hereby initialing PROSPECT agrees that he has read, understood and agrees with the above.*

VERIFICATION OF DATA:

All data on the properties / business opportunities is provided for information purposes only and no representation is made by the BROKER as to the accuracy of the data provided OR HAS THE BROKER OR ITS AFFILIATES REVIEWED AND CONFIRMED THE VALIDITY OF THE INFORMATION PROVIDED BY SELLER TO PROSPECT, INCLUDING ANY INFORMATION THAT THE BROKER PROVIDES TO PROSPECT. ALL INFORMATION IS SUPPLIED BY SELLER TO BROKER.

NON-DISCLOSURE:

In the event that the PROSPECT violates this agreement and discloses this business opportunities to a third party without the BROKER's written consent then PROSPECT, in addition to the remedies specified herein above, shall be responsible for the payment of the BROKER'S commission.

NON-CIRCUMVENTION:

Prospect agrees that they will not, within two years from this date, deal directly with the SELLER OR SELLER'S customers, agents or contacts without the SELLERS written consent and / or without the BROKER'S written consent and should the PROSPECT do so and a sale, lease or other financial arrangement, including leasing the SELLER'S premises from the SELLER or any other arrangement with the Landlord, the PROSPECT shall be liable, jointly and severally, with the SELLER and / or the BROKER, for all and any damages which the SELLER or BROKER may suffer including, but not limited to, **i)** the commission which would have been payable on the listed selling price or minimum commission whichever is greater **ii)** in the event of any loss of Customers of SELLER due to such breach by PROSPECT, PROSPECT will pay SELLER the greater of actual loss or two years of tuition of such customer **iii)** in the event that the PROSPECT completes a transaction with the SELLER or the Landlord of the SELLER or any other entities introduced by BROKER, without utilizing the services of BROKER, whether directly or indirectly, PROSPECT shall be liable to BROKER for 10% of the value of any transaction including the value of any and all rent.

SELLER shall be deemed to be a party in this document insofar as needs be. FACSIMILE COPIES of this document and any signatures shall be considered for all purposes as originals.

SIGNATURE PAGE TO STANDARD CONFIDENTIALITY / DISCLOSURE STATEMENT

Date: _____

Signature of **PROSPECT**: _____

Printed Name: _____

Address: _____

Phone Number: _____

Email: _____

Exhibit A

To the

STANDARD CONFIDENTIALITY / DISCLOSURE STATEMENT

Business opportunities and / or real properties as Disclosed by Broker

1. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

2. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

3. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

4. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

5. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

6. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

7. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____

8. Center Name: _____ Address: _____

Owner: _____ Initialed by Prospect: _____ Date: _____