RW | SELECT PROPERTIES

# Confidentiality Agreement

Date _____
Owner of Record: Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze
Address of Record: 36422 New York Highway or State Hwy 23, Grand Gorge, NY 12434
Tax Map ID #: 91.2-9-5

Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze owns all the rights to certain proprietary, technical, intellectual and business know-how data and information ("Information") related to the financial spreadsheets, account summaries, & business accounting records ("Financials"). "Financials" & related Information provided to prospective purchasers regarding the underlying assets, liabilities and earnings associated with Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze.
_____, has been supplied the attached Financials and related Information in order to evaluate the possible purchase/acquisition of Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze. Accordingly, Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, will submit to _____, the Financials and related Information as is necessary for him/her to make an evaluation regarding the purchase/acquisition of Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, business, real property, and improvements to said property. For a period of five (3) years, _____, will hold in confidence all Information and related materials received from Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, or which otherwise comes into the possession of _____ as a result of the execution of this agreement, unless such Financials and related Information:
(a) becomes public property through no action of _____,
(b) was known to _____, prior to the disclosures by Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, as evidenced by written documents,
(c) is disclosed to _____, by other parties not bound by the restrictions of a confidentiality agreement or other relationship of confidentiality with Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, or
(d) is permitted to be disclosed under the terms of a written agreement between Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, and _____.
Exceptions a, c, and d above shall apply only from and after the date such Financials and related Information becomes public property, shall be received by a third party, or shall be permitted to be disclosed, respectively.
_____, further agrees not to use the Financials and related Information for his own benefit, will not compete in any form or manner against, Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze in any and all fields which touches upon the Financials and related Information pertaining the businesses operated by Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, or for any purpose other than the aforesaid evaluation for purchaser/acquisition, and to treat the financials and related information as valuable and confidential, revealing Financials and related Information and/or business operation of Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, only to those in its employ who have need to possess the Financials and related Information in conducting the evaluation and then only after such employee(s) have undertaken to comply with the terms of this agreement.
At all time, Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, shall retain sole ownership of the Financials and related Information as well as all business related materials for all purposes and

uses including, without limitation, any and all subsequent business ventures or opportunities that are based on, or related to, the Financials, related Information, and business activities of Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze.

For purposes of this agreement, Financials, related Information include but is not limited to, the items stated themselves, and processes, products, methods, written documents, presentation materials, business ideas and marketing data relating to the Financials and related Information.
Nothing in this agreement shall be constructed as granting a license or right with respect to the Financials or related Information or as representing any commitment by Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, to grant any such license or right.
It is agreed that money would not be a sufficient remedy for any breach of this agreement by _____, or anyone else associated with _____, that Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, shall be entitled to specific performance and injunctive relief as remedies for any such breach.
After _____, review of the Financials and related Information supplied by Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze, as well as all written data, notes and copies thereof prepared by _____, based on the Financials and related Information provided, will be returned to Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze.
This agreement will be governed and construed by the laws of the State of New York as it applies to agreements entered into and performed entirely within New York. This agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, except that no assignment by _____, to a third party may be made without the prior written consent of, Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze.
If this agreement is acceptable to you, please sign and return one copy hereof.

Signature: Andy Mumbulo d/b/a Sundaes Restaurant & Tasty Freeze

_____ Date _____

By(Print Name) _____ Title _____

Signature Buyer _____ Date _____

Signature Buyer _____ Date _____