

TO: _____
("receiving party", "you" "your")

FROM: Michael DeRosa Exchange, LLC ("disclosing party",
"me", "my", "I", "our" "us" and "our firm")

RE: Plain Language Non-Disclosure & Confidentiality Agreement

1. Parties

This is an agreement between Michael DeRosa Exchange, LLC and the
"receiving party" named above.

2. Purpose

In connection with your request seeking access to additional information on a
property and business listed with and offered for sale by brokerage Michael DeRosa
Exchange, LLC.

You agree that the use of our client's information is confidential and solely for the
purpose of evaluating the opportunity to purchase its property and business assets.

3. Confidential Information

Our client's confidential information includes but is not limited to the following
types of information, if not publicly known or readily available to the public:

- (a) its business name and location,
- (b) its business owner(s) and ownership entity name,
- (c) its customer lists,
- (d) information about its customers, including customer needs and preferences,
- (e) its prices and how its prices are set,
- (f) its profit margins,
- (g) information about its employees,
- (h) its financial information, including but not limited to, its tax returns
- (i) its business plans,
- (j) its methods of doing business, and
- (k) its inventions and new ideas for technology or methods of doing business.

Our client's confidential information also includes such information that becomes
publicly available because of your violation of this agreement.

4. Trade Secrets

Some of our client's confidential information may also be legally protected as trade secrets.

5. Confidentiality Agreement

You agree to keep our client's confidential information confidential. This includes your agreement that **you will not:**

- (a) disclose our client's confidential information to any third party **other than your Real Estate Agent, Business Broker, Attorney, Tax Accountant, Financial Advisor, and Banker;**
- (b) use our client's confidential information in competition with them;
- (c) use our client's confidential information in any way that harms them; and/or
- (d) use our client's confidential information for your own business advantage.

You will exercise reasonable care to protect the confidentiality of our client's confidential information. Reasonable care means at least the level of care that you would reasonably use to protect your own confidential information.

If our client's confidential information is shared with your Real Estate Agent, Business Broker, Attorney, Tax Accountant, Financial Advisor, and Banker; **you are to inform them that the information shared with them is strictly confidential and under a signed non-disclosure and confidentiality agreement which you are liable for.** They too may become liable, depending on the circumstances.

6. Returning Information

On our request, you will send us all paper and electronic documents in your possession, custody, or control containing our client's confidential information and delete all electronic copies.

7. Exceptions

You may use or disclose our client's confidential information **only in the following situations:**

- (a) with our client's specific written consent;
- (b) for a legitimate purpose in performance of a contract with our client (if applicable);

- (c) in response to a valid subpoena or discovery request in a civil or criminal case, in which case you will immediately give us and our client written notice so that our firm and our client have a reasonable opportunity to take legal action concerning the subpoena, if necessary;
- (d) in the event you are requested or required by a government or court order, or similar process as otherwise required by law, to disclose any confidential information to it, you shall provide us and our client with immediate notice of such request so that our firm and our client may seek an appropriate protective order and/or waiver of your compliance with the provisions of this agreement.

8. Interpretation

This agreement will be interpreted in a common-sense way to accomplish its purpose of protecting our client's confidential information. Any rule requiring an agreement to be interpreted against the person who drafted the agreement will not apply to this agreement. You will comply with this agreement in good faith and will not use any unfair arrangement to undermine its purpose.

9. Injunctive Relief

You agree that:

- (a) a violation of this agreement will cause our firm and our client harm that cannot be adequately compensated by a judgment for damages,
- (b) the damage caused by such a violation would be inherently difficult to quantify by dollar amount,
- (c) our firm and/or our client can obtain a temporary restraining order or injunction from a court to enforce this agreement, and
- (d) our firm and/or our client will not be required to post a bond for a temporary restraining order or injunction to enforce this agreement.

10. Additional Legal Provisions

This agreement cannot be changed or waived by oral agreement; it can only be changed or waived in writing with our signature.

Any waiver of this agreement in one circumstance will not apply to any other circumstance. Our refraining from exercising a right under this agreement will not be considered a waiver.

This agreement and any dispute related to this agreement will be governed by New York State law.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

In the event a lawsuit arises that in any way relates to this agreement or our client's confidential information, you waive the right to a jury trial, and you agree that the state or federal courts (as applicable) in New York will have exclusive jurisdiction.

If you shall default in the observation or performance of any term or covenant on your part to be observed or performed under or by virtue of any of the terms or provisions of this agreement and if our firm or our client, in connection with any said default, makes any expenditure or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting and defending any action or proceeding, then such sums so paid or obligations incurred shall be paid by you.

Your obligation to comply with this agreement continues to apply, for a period of 7 years, after the last signing of this agreement.

This agreement binds and benefits the parties and their heirs, legal representatives, successors, and assigns.

This agreement may be signed in multiple counterparts and may be signed electronically. The parties may sign this agreement in one or more counterparts, and the compiled signed counterparts of all parties will have the effect of originals. The parties may sign this agreement electronically and transmit their signature pages electronically.

Disclosing Party: Michael DeRosa Exchange, LLC
By: Michael DeRosa, as it's manager



Date: 4 - 17 - 2021

X _____
Address: 45 Rockefeller Plaza, 20th Floor
Phone: 212-757-1550
E-mail: michaelderosa@theinternationalexchange.us

YOU REPRESENT THAT YOU FULLY UNDERSTAND THIS AGREEMENT AND ARE SIGNING IT VOLUNTARILY WITHOUT COERCION OR DURESS.

IF THIS AGREEMENT IS NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

Agreed:

Receiving Party: _____

By: _____

X _____ Date: _____

Address: _____

Phone: _____

E-mail: _____