

CONFIDENTIALITY AGREEMENT

The Boulos Company (Agent) has been exclusively retained by Global Village Limited Liability Company (Seller) to represent the offering of its interest in the following investment property: **2 DeLorme Drive, Yarmouth, ME**. The undersigned (Recipient) hereby acknowledges and agrees that certain confidential information which has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property listed above.

Neither the Seller nor The Boulos Company, nor any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed to be reliable, but neither the Seller nor The Boulos Company warrants or represents that the information is true, complete or correct. Recipient is advised to independently verify any and all information received from the Seller or The Boulos Company. Seller and The Boulos Company reserve the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that all information provided by the Seller and The Boulos Company is confidential, that you will hold and treat it in the strictest of confidence, that you will not directly or indirectly disclose or permit anyone else to disclose this information to any other firm or entity without prior written authorization of Seller and The Boulos Company, and that you will not use or permit to be used this information, in any fashion or manner detrimental to the interest of Seller or The Boulos Company. Photocopying or other duplication is strictly prohibited. Recipient understands and agrees that the Seller and The Boulos Company would be irreparably and immediately harmed in the event of a breach of this Agreement, money damages would not be a sufficient remedy for any breach of this Agreement by Recipient and that the Seller and The Boulos Company will be entitled all legal and equitable remedies including specific performance and injunctive relief

While Seller and/or The Boulos Company may discuss the purchase and sale of the Property with Recipient, either Seller or The Boulos Company in our sole and absolute discretion, may terminate discussions at any time and for any reason. Recipient acknowledges Seller has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Seller or The Boulos Company, except to the extent expressly set out in a written agreement signed by Seller.

Recipient is advised that The Boulos Company is acting on behalf of Seller as Exclusive Agent in connection with the sale of this Property. Should the Recipient elect to have representation by a Co-broker, The Boulos Company will offer the Selling Broker a fee equal to 0.75% of the gross sale price. Recipient and Co-broker agree to indemnify and hold harmless The Boulos Company, and Seller, their respective affiliates, agents, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by Co-broker, finder or similar agent for commissions, fees or other compensation except as agreed herein, for bringing about any investment in this Property by Recipient.

If you do not wish to pursue negotiations leading to the acquisition of the Property, or if in the future you discontinue such negotiations, you agree to return all confidential information to Seller or The Boulos Company. **Please execute below and return via email to jrizzo@boulos.com at your earliest convenience.**

This Agreement shall terminate and be of no further force and effect two (2) years following the termination of any and all discussions between the Receiver, the Seller and The Boulos Company related to the Receiver's potential purchase of the Property.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine without giving effect to the principles of conflicts of laws thereof. In connection with any litigation arising hereunder, Receiver hereby (i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts of the State of Maine and of the United States located in Portland, Maine (and Receiver agrees not to commence any action, suit or proceedings relating thereto except in such courts), and (ii) irrevocably and unconditionally waives any objection to the laying of venue of any such action or proceeding in any such court and hereby further irrevocably and unconditionally waives and agree not to plead or claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF THE PREPARATION OF THIS MEMORANDUM.

SIGNATURE PAGE FOLLOWS

AGREED AND ACCEPTED, this _____ day of _____ 2024 _____

By: _____ **E-Mail Required:** _____

Title: _____

Name (Please Print): _____ Company: _____

Address: _____ City, State, Zip _____

Phone Number: _____ Fax Number: _____

Broker

By: _____ **E-Mail Required:** _____

Title: _____

Name (Please Print): _____ Company: _____

Address: _____ City, State, Zip _____

Phone Number: _____ Fax Number: _____