

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_  
**(Prospective Buyer/Buyer Agent)** and  
**Gilbert Weinberger, Inc., the Seller.**

WHEREAS, the Prospective Buyer/Buyer Agent and the Seller, intend to hold discussions with respect to a business relationship between the Prospective Buyer/Buyer Agent, and the Seller;

WHEREAS, during the course of evaluating and negotiating the potential business relationship, the Seller will disclose to the Prospective Buyer/Buyer Agent certain confidential and proprietary information of the property located at **799 Northern Boulevard, S. Abington Township, Lackawanna County, PA;**

WHEREAS, the parties acknowledge that the existence of any negotiations between the parties is in and of itself an item of confidential and proprietary information, and;

WHEREAS, it is acknowledged that the principals, directors, officers, accountants and attorneys of the Prospective Buyer/Buyer Agent will, during the course of the evaluation and negotiation of the potential acquisition, have access to the confidential and proprietary information of the Seller;

WHEREAS, the Seller is willing to provide such confidential and proprietary information to the Prospective Buyer/Buyer Agent for the limited purpose of evaluating and negotiating the business relationship with the Seller, but only under the terms and conditions set forth herein; and

WHEREAS, the Prospective Buyer/Buyer Agent has agreed to receive the confidential and proprietary information in confidence.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Confidential Information.** The term Confidential Information as used herein shall mean all information (oral or written) and documents previously or hereafter disclosed or made available by or through the Agent to the Seller, including land not by way of limitation, financial statements, cost and expense data, trade secrets, marketing and customer data, present and future business plans, price lists, personnel information, and other information concerning the property, its business assets and operations.

2. **Acknowledgment.** The Prospective Buyer/Buyer Agent acknowledges and agrees for itself, its successors and assigns, that the Confidential Information is proprietary to and a valuable trade secret of the Seller, and that any disclosure of unauthorized use thereof will cause irreparable harm and damage to the Seller.

3. **Obligations.** The Prospective Buyer/Buyer Agent agrees for itself, its successors and assigns that it will treat the Confidential Information in the strictest confidence and undertake the following additional obligations with respect thereto:

a) Use the Confidential Information solely for the purpose of evaluating and negotiating the business relationship with the Seller, and not use the Confidential Information in any manner that would operate to the detriment of or adversely affect the Seller and its Property.

b) Will not disclose any part of the Confidential Information to any person outside of the Prospective

Buyer/Buyer Agent's business organization other than their accountants and attorneys, who as a condition to such disclosure shall execute a counterpart of this Agreement agreeing to be bound by its terms.

c) Will limit dissemination of the Confidential Information only to those shareholders, directors, officers and employees of the Prospective Buyer/Buyer Agent who have a need to know in order to perform evaluations of that information with respect to the evaluation and negotiation of the potential business relationship with the Seller.

d) Will upon termination of any negotiations or in any event at the request of the Seller, return to the Company, all Confidential Information including any and all copies, notes and records thereof.

4. Exclusion. The confidentiality and nondisclosure covenants set forth in this Agreement shall not apply to any part of the Confidential Information, which the Prospective Buyer/Buyer Agent can establish by written documentation (a) was known to the Prospective Buyer/Buyer Agent prior to the time of the initial disclosure of the Confidential Information hereunder, (b) is now or hereafter generally available to the public from and after the date of public availability other than as a result of a disclosure by the Prospective Buyer/Buyer Agent or a representative of the Prospective Buyer/Buyer Agent, (c) is made public by the Prospective Buyer/Buyer Agent, or (d) becomes available to the Prospective Buyer/Buyer Agent on a non-confidentially basis from a third party provided such source is not bound by a confidentiality agreement or other nondisclosure obligation to the Seller.

5. Survival. The restrictions and obligations set forth in the Agreement shall survive any expiration, termination or cancellation of this agreement and shall continue to bind the parties and their shareholders, officers, directors, employees, agents, successors and assigns for a period of two (2) years from the date hereof.

6. Licenses. No rights or licenses, express or implied, are hereby granted to the Prospective Buyer/Agent under any copyrights, trademarks or trade secrets of the Seller as a result of, or related to this Agreement.

7. No Obligation. Notwithstanding this Agreement, unless and until a definitive agreement between the Seller and the Prospective Buyer/Buyer Agent has been executed and delivered, neither party shall be under any legal obligation of any kind whatsoever with respect to any proposed transaction by virtue of this or any written or oral expression with respect to such transaction by any of its directors, officers, employees, agents or other representative or advisors or representatives thereof, except in the case of this Agreement, for the matters specifically agreed to herein.

8. Remedies. Each party hereby agrees that in addition to any legal or other rights that may be available to it in the event of a breach hereunder, equitable relief may be sought to enforce this Agreement in any court of competent jurisdiction. In addition, the prevailing party in an action or proceeding to enforce or recover for a breach of this Agreement, shall be entitled to reasonable attorney's fees.

9. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. Amendment. No change, modification, amendment or termination of this Agreement shall be valid or enforceable, until the same is in writing and signed by each party hereto.

11. Benefit. The terms of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the parties hereto, and their respect of successors and assigns.

12. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement:

\_\_\_\_\_  
**(Prospective Buyer/Buyer Agent)** (Signature)

By: \_\_\_\_\_  
(Print Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
**(Seller)** (Signature)

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)