

## **CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT is made and agreed to by the prospective Subtenant or Subtenant's agent \_\_\_\_\_ ("Subtenant") regarding the leased restaurant space described as Confidential Restaurant For Sublease ("Leased Premises"). The Subtenant has requested information, much of which is highly confidential, on the Leased Premises from Sturges LLC, ("Broker") the exclusive listing broker for the Tenant. The Tenant of the Leased Premises has instructed the Broker to deliver information concerning the Leased Premises ("Information") only to those Subtenants who agree to the terms of and sign this agreement. The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of Broker's sub listing agreement with the Tenant.

### THE SUBTENANT AGREES AS FOLLOWS:

1. This Agreement applies to all Information received from Broker or Tenant, now or in the future, which is not readily available to the general public. Subtenant acknowledges that all such information is confidential, valuable, and proprietary.
2. Subtenant agrees to keep all Information confidential and not to disclose or reveal any Information to any person other than those agents or employees of Subtenant who are actively and directly participating in the evaluation of the proposed sublease of the Leased Premises or who otherwise need to know the Information for the purpose of evaluating the proposed sublease of the Leased Premises and to cause those persons to observe the terms of this Agreement and not to use the Information for any purpose other than in connection with the evaluation of the proposed sublease of the Leased Premises. In the event the sublease of the Leased Premises is not consummated by the Subtenant, upon the request of either Tenant or Broker, Subtenant will promptly return all of the Information to Tenant or Broker in the form received including all copies or extracts thereof that have been made by Subtenant or its representatives.
3. Without prejudice to the rights and remedies otherwise available to Broker or Tenant, Broker and Tenant shall be entitled to equitable relief by way of injunction if Subtenant or any of its representatives breach or threaten to breach any of the provisions of this Agreement.
4. Subtenant shall not contact any persons concerning the Leased Premises other than Broker without the written consent of Broker or Tenant, such persons including, without limitation, Tenant's employees, suppliers and customers.
5. Subtenant acknowledges that it is the principal and not an agent on behalf of any other party in connection with the sublease of the Leased Premises. Subtenant agrees that in the event it is working with any other broker or agent other than Sturges LLC in connection with the Leased Premises, Subtenant will be solely responsible for paying such broker's fee.
6. Delivery of the Information does not constitute any representation or warranty, express or implied, as to the accuracy or completeness thereof. Representations and warranties with respect to accuracy of any Information shall be limited to those written representations and warranties signed by the Tenant in a written sublease agreement or other document executed and delivered by Tenant in connection with the consummation of Subtenant's lease of the Property.
7. The person(s) assigning this Agreement on behalf of Subtenant represents that they have authority to bind Subtenant and all persons acting on behalf of Subtenant to the terms of this Agreement.
8. Subtenant acknowledges that Subtenant has been informed that Sturges LLC is acting as Agent of the Tenant of the Leased Premises and any information given by the Subtenant to Sturges LLC or its Agents may be disclosed to Tenant.

### SUBTENANT:

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

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

Subtenant's Agent \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_