



**The Steve Darlington Team**

6319 Lower York Rd  
New Hope, PA 18938  
Office: 215-862-3385  
Fax: 215-862-9778

**The Landing/Fred's Breakfast  
22 N Main St/13 E Randolph St, New Hope, PA 18938**

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement, effective on the date set forth below (the "Effective Date"), is between Christopher P. Bollenbacher ("SELLER"), and the entity specified on the signature line below as the Buyer ("BUYER"). This Agreement is made to set forth the basis under which the SELLER and the BUYER will furnish and/or disclose to each other certain financial, business, technical, and other information.

SELLER and BUYER agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms will have the meanings specified below:

"Affiliate" means, with respect to either party, any individual, company, corporation, partnership, or other entity, directly or indirectly, controlling, controlled by, or under common control with, such party.

"Confidential Information" means all information which is disclosed before or after the date of this Agreement, however conveyed, whether or not marked or identified as confidential, which relates to financial, business, and other information, in whatever form or medium, including, without limitation, any financial data, technical data and documentation, drawings, models, marketing data and client information, that is furnished or disclosed by a Disclosing Party or any of its Affiliates to the Receiving Party pursuant to the terms of this Agreement, except that such term will not include (i) information already known by the Receiving Party without obligation of confidentiality, (ii) information that is or becomes publicly known other than through a breach by the Receiving Party of any of its obligations under this Agreement, (iii) information received by the Receiving Party from a third party who is not known by the Receiving Party, acting in good faith, to be under an obligation of confidence to the Disclosing Party, and (iv) information that the Disclosing Party has disclosed to other parties without similar obligations of confidentiality.

"Disclosing Party" means the party or Affiliate of the party hereto that furnishes Confidential Information to the other party or Affiliate of the other party hereto.

"Receiving Party" means the party or Affiliate of the party hereto that receives Confidential Information from the other party or Affiliate of the other party hereto.

Section 2. Ownership of Confidential Information. The Receiving Party agrees that the Confidential Information of the Disclosing Party is and will remain the property and asset of the Disclosing Party.

Section 3. Confidential Obligation. Regardless of when disclosed to or obtained by the Receiving Party and unless otherwise agreed to in writing with the Disclosing Party, the Receiving Party will treat as confidential and will not use (other than for the purposes set forth herein), disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than employees, representatives and consultants of the Receiving Party and its Affiliates who have a business need to know. The Receiving Party will instruct its employees, representatives and consultants (and those of its Affiliates) who have access to the Confidential Information to keep the same confidential by using the same care and discretion that the Receiving Party uses with respect to its own confidential property, which will be no less than reasonable care and discretion. The Receiving Party will be responsible for the compliance of such employees, representatives and consultants (and those of its Affiliates) with the terms of this Agreement. If a Receiving Party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or requirement and the Receiving Party will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially. Disclosure of Confidential Information in accordance with the foregoing sentence will not violate the terms of this Agreement.

Section 4. Compliance by Affiliates. Each of the SELLER and BUYER will be responsible for compliance by its respective Affiliates with the terms of this Agreement.

Section 5. Non-Disclosure of Agreement. Neither party, without the prior written consent of the other party to this Agreement, will disclose to any third person (other than its employees, representatives and consultants with a need to know) the existence or purpose of this Agreement, the terms and conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law and then only after first notifying the other party of such required disclosure.

Section 6. Limitation on Obligation; No Warranties, etc. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Receiving Party, each party acknowledges that no obligation of any kind is assumed or implied against the other party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged. Further, this Agreement and any meetings and communications of the parties relating to the subject matter of this Agreement will not (i) constitute any offer, request or contact among the parties to engage in any transaction, nor (ii) constitute any offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership amongst the parties. Each party hereto hereby acknowledges that the Disclosing Party makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information of the Disclosing Party.

Section 7. Reproduction and Return of Confidential Information. The Receiving Party will not reproduce the Confidential Information except as reasonably necessary for the purposes provided below. If the Receiving Party reproduces all or any part of, or further discloses, any Confidential Information, the Receiving Party will not remove or obscure any confidential or proprietary notices or legends, if any, that appear in the originals thereof. At the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information, reproductions or summaries thereof and extracts therefrom. The Receiving Party's obligation under Section 3 will survive any return or destruction of Confidential Information.

Section 8. Notice of Unauthorized Use. The Receiving Party will not notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and will reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. If the Receiving Party or any of its employees or consultants attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, the Disclosing Party will have the right, in addition to such remedies that may be available to it, to seek an order enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

Section 9. Notices. All notices, requests, consents, demands and other communications provided for by this Agreement will be in writing and shall be deemed sufficient if delivered in person or by express courier or facsimile or e-mail with receipt confirmed to the party to be notified. Any notice to the SELLER or the BUYER will be delivered to the address specified under the respective signature lines below, or to such other address as the parties will advise the other in writing from time to time.

Section 10. Miscellaneous. This Agreement may not be changed, modified or amended except by a writing signed by each party to this Agreement, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other party. This Agreement set forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understands of any kind and every nature between them. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of the State of Pennsylvania. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11. Authorization of Signatories. The Individuals executing this Agreement on behalf of the BUYER and SELLER do each hereby represent and warrant that they respectively have been and are on this Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date specified below.

Effective Date: \_\_\_\_\_

**THE SELLER**

**Christopher P. Bollenbacher**

DocuSigned by:

By: Christopher Bollenbacher

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Name: Christopher P. Bollenbacher

Title: President of The Landing, Inc. and Fred's Breakfast, Inc.

Address for Notices:  
22 N Main St  
New Hope, PA 18938

With a copy to: Steve Darlington

6319 Lower York Rd, New Hope, PA 18938

**THE BUYER** \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_