

Exclusive Listing Broker: KW Commercial (hereinafter known as "KWC")

Prospective Buyer Broker: _____ (hereinafter known as "Buyers Broker")

Prospective Buyer Name: _____ (hereinafter known as "Prospective Buyer")

Property Address: 104 E 4th Ave, Conshohocken, PA (hereinafter the "Property")

Scope: It is understood that KWC is acting as exclusive agent of Owner in connection with a possible sale of the Property. The Prospective Buyer has authorized Buyer's Broker as its exclusive broker or advisor in its negotiations for the purchase of the Property. In KWC's capacity as exclusive agent, KWC has available for study certain information concerning the Property which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (hereinafter referred to as the "Evaluation Material"). On behalf of the Owner, KWC is prepared to deal with Buyer's Broker and furnish the Evaluation Material to Buyer's Broker in connection with discussions and negotiations concerning a possible transaction involving the Property on the condition that Prospective Buyer and Buyer's Broker agree to treat it in a confidential manner and make the representations and agreements herein provided. Therefore, Prospective Buyer and Buyer's Broker hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us for no purpose other than evaluating a possible transaction involving the Prospective Buyer, exclusively for its own account, and not as a broker, finder or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that such Evaluation Material may be disclosed to the Prospective Buyer's officers, or employees, as well as to its outside counsel, accounting firm and financial institution, who need to know such information for the purpose of evaluating a possible purchase involving the Owner of the Property by Prospective Buyer.
2. Such third parties shall be informed by Prospective Buyer of the confidential nature of such information and shall be directed to treat the Evaluation Material with strict confidence subject to and in accordance with this agreement. We agree not to copy or duplicate the Evaluation Material.
3. We agree that we will not disclose, without the prior written consent of Owner, and we will direct those of the Prospective Buyer's representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder), the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner and KWC are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.
4. The Evaluation Material furnished to Broker will not be used by Broker for any purpose other than for evaluating a possible transaction involving the Property with the Prospective Buyer.

Broker's Fees: In the event of a sale, KWC hereby acknowledges and agrees the Buyers Broker will receive a 2.5% cooperating broker fee upon the actual sale of the Property at time of closing.

Miscellaneous: Although KWC has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of our investigation, we understand and acknowledge that neither KWC nor the Owner make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that neither KWC nor the Owner shall have liability to us or any of our representatives resulting from the use of or reliance on the Evaluation Material by us or our respective representatives and agents. We acknowledge that KWC is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. We acknowledge that it is solely our responsibility to conduct investigations to determine the presence of such materials. We agree to return all Evaluation Material to KWC immediately upon the request of KWC or Owner and not retain any copies thereof. This agreement embodies the full understanding of the parties and may not be changed orally. We are providing you with this agreement as a condition to the commencement of our dealings and negotiations with KWC and Owner.

Acknowledgement: Please sign and return a copy of this agreement where indicated to confirm your receipt and acknowledgement of the terms hereof.

Buyers Broker Signature: _____

Prospective Buyers Signature: _____

Buyers Broker Print: _____

Prospective Buyers Print: _____

Address, City, State, Zip: _____

Address, City, State, Zip: _____

Buyers Broker Phone: _____

Prospective Buyers Phone: _____

Buyers Broker Email: _____

Prospective Buyers Email: _____

Date: _____

Date: _____