

Customer Confidentiality and Non-Circumvention

Agreement Date: _____

Re: 29 Barstow Rd. Great Neck, NY 11021

(the "Property")

You, _____ (the "**Customer**"), have approached Douglas Elliman Commercial ("**DE**") regarding the possible purchasing of the Property (the "**Transaction**"). In order for DE to allow the Customer to view the Property and to provide the Customer with certain information regarding the Property, the Property's owner (the "**Owner**") and DE require an agreement of confidentiality and noncircumvention. In consideration, the Customer hereafter agrees as follows

1. The Customer has been advised that DE is acting on behalf of the Owner as exclusive broker in connection with the possible sale of the Property.
2. The Customer shall keep confidential all material and other information furnished to it or to which it is given access concerning the Property and the Transaction, including without limitation, all descriptions of the Property and its contents and furniture, whether obtained through inspection of the Property or otherwise, all other information concerning the Property (including, without limitation, art, memorabilia and furnishings) whether obtained through inspection of the Property or otherwise, all other information concerning the Property or the Owner, and all analyses, compilations, studies or other documents or records prepared, containing, reflecting or generated from such information (collectively, the "**Information**"). The Customer agrees to be responsible for any breach of this Agreement by the Customer or any of its affiliated entities, employees, officers, directors, shareholders, principals, representatives, advisors or agents who shall be informed by the Customer of this confidentiality requirement. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the Customer from complying with any rule, regulation, statute or order of any court or regulatory authority with competent jurisdiction, provided the Customer has received an opinion of counsel that such disclosure is required by an applicable rule or order and the Customer has first given DE or the Owner notice of such requirement and an opportunity to review, and if necessary contest, such ruling.
3. The term Information does not include material which (i) is or becomes generally available to the public other than as a result of the unauthorized disclosure by the Customer, (ii) was previously available to the Customer on a non-confidential basis from a source other than DE, or (iii) is

disclosed to the Customer on a non-confidential basis from a source other than DE, provided, however, that such source, in the Customer's reasonable belief, is not bound by any duty of confidentiality with respect thereto.

4. The Information shall be used by the Customer only for the purpose of the proposed Transaction. The information shall be disclosed only to such of the Customer's employee, representatives, advisors and agents who reasonably need to know such Information in light of the aforementioned purpose and who have agreed to comply with the Owner and DE's confidentiality requirements.
5. The Customer hereby understands and acknowledges that DE and Owner have not made any representation or warranty as to the accuracy or completeness of the information. The Customer therefore agrees that DE and Owner shall incur no liability whatsoever as a result of the use of the information by the Customer.
6. Without prior written consent of DE and the Owner, the Customer shall not disclose to any other person that any Information has been made available to it; that it is involved in negotiations with DE or the Owner or negotiations regarding the Transaction; or any fact concerning discussions or negotiations with DE or the Owner, including the status thereof. The Customer shall not directly or indirectly contact or negotiate with the Owner or any other person for the purpose of the Transaction or approach, inform, discuss, contact or advise other persons regarding the Transaction or attempt in any way to achieve the acquisition or development of the Property without DE's participation and consent. The term "person" as used herein shall be broadly interpreted to include, without limitation, any individual, association, corporation, partnership, trust, joint venture or other business entity.
7. The Customer agrees that, on termination of this Agreement or at the request of DE, it shall promptly return to DE all written or other tangible embodiments of the Information, including any and all copies thereof, and shall destroy all written and electronic forms of the Information.
8. The Customer acknowledges that this is a confidentiality and non-circumvention agreement only. Nothing herein contained shall be construed as an agreement by DE, Owner and the Customer to enter into any transaction.
9. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other right, power or privilege hereunder.
10. The parties acknowledge that there is not an adequate remedy at law and that DE and the Owner would be irreparably harmed in the event that any provision of this Agreement is not performed by the Customer in accordance with its specific terms. In such circumstances, it may be difficult to prove the extent of any resulting damages, and that; accordingly, any breach or threatened breach of any provision of this Agreement by the Customer shall entitle DE or Owner to apply for and to

obtain injunctive relief without proof of damages. Such injunctive relief shall be in addition to any and all other rights and remedies available to DE or the Owner at law or in equity.

11. This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter hereof and may not be altered, amended or otherwise changed or modified except in a writing signed by all parties. This paragraph may not be orally modified.
12. This Agreement is being executed in the State of New York, and its validity, effect and performance shall be governed by the laws of the State of New York to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding is filed.
13. If any part of this Agreement is void or otherwise invalid and hence, unenforceable, such invalid or void portion shall be deemed separate and severable from the other portions of this Agreement. Such valid portions shall be given full force and effect as though said void and invalid portion had never been part of this Agreement.
14. In the event DE or the Owner waive any provision of this Agreement, then such waiver shall not serve as a bar or otherwise preclude the full and complete enforcement of such provision in the future , or constitute a waiver of such provision with respect to the other.
15. This Agreement shall bind the parties hereto. Further, this Agreement shall insure to the benefit of, and be enforced by, the parties hereto and the Owner, and their respective successors and assigns.
16. The Customer represents that no other person or broker represents the Customer in connection with the Transaction and that no other person or broker, other than DE and _____, is entitled, by reason of negotiations or contacts with the Customer, to a commission or fee in connection with the Transaction.

Please sign and return a copy of this letter to indicate your agreement to the terms hereof.

Very truly yours, DOUGLAS ELLIMAN COMMERCIAL

READ AND AGREED TO: _____ [CUSTOMER]

By: _____ Name: Title: Company Name: