

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

The undersigned, an authorized representative of _____, desires to investigate the possibility of purchasing **15 Cook Drive, Henrietta (Rochester), NY-Home Depot** which will require the owner to disclose confidential information to the undersigned. The undersigned will be provided confidential business financial information pertaining to 15 Cook Drive, Henrietta (Rochester), NY-Home Depot which may also include proprietary marketing and trade secret information. The undersigned agrees the information received will only be used for the evaluation of purchasing 15 Cook Drive, Henrietta (Rochester), NY-Home Depot and the undersigned agrees not to use the information in any way detrimental to the owner. The Undersigned agrees to keep such information confidential and will not release or communicate any information it has received from owner to any individual, competitor or business entity including, but not limited to: financial statements, financial projections, trade secrets or proprietary marketing information.

The Undersigned further agrees not to make direct contact with the owner of *15 Cook Drive, Henrietta (Rochester), NY-Home Depot* or attempt to circumvent **Marcus & Millichap** in contacting the property owner whether directly or through a third party until such time that authorization is received from the owner. Upon demand, the undersigned is to promptly return all said confidential information to **Marcus & Millichap** upon termination of interest in the property. It is further understood that **Marcus & Millichap** acts only as an intermediary and does not certify the accuracy or completeness of the information being supplied. The undersigned will complete their own investigations of the subject property and that **Marcus & Millichap** shall be held harmless with no liability for the accuracy of the information whatsoever. Covenants and agreement shall survive expiration, termination or cancellation of this Confidentiality Agreement. In case of breach of this agreement, the owner is entitled to all legal and equitable remedies including injunctive relief as governed by **the Laws of the State of New York**.

Authorized Signature

Date
