

THE LUBERTO GROUP

Hospitality • Real Estate • Investment Advisory

FML Hospitality Advisory

CONFIDENTIALITY, NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This Agreement is entered into between The Luberto Group and FML Hospitality Advisory ("Disclosing Party") and the undersigned Recipient.

PURPOSE

Recipient desires to evaluate a potential hospitality business, restaurant, catering company, event venue, hotel, commercial real estate asset, investment property, or related opportunity.

CONFIDENTIAL INFORMATION

Includes business identity, ownership, financial statements, tax returns, sales reports, payroll data, employee information, lease agreements, customer information, vendor information, operational procedures, pricing, marketing plans, investment information and all non-public information disclosed.

OBLIGATIONS

Recipient agrees to:

1. Keep all information confidential.
2. Use information solely for evaluating the opportunity.
3. Not disclose information except to professional advisors.
4. Not contact ownership, employees, customers, vendors, suppliers, landlords or management without written consent.
5. Not interfere with operations.

NON-CIRCUMVENTION

Recipient shall not bypass, circumvent, avoid, or attempt direct negotiations with any party introduced through The Luberto Group or FML Hospitality Advisory.

BROKER & ADVISORY PROTECTION

Recipient acknowledges that commissions, consulting fees, advisory fees, referral fees and other compensation arrangements shall remain protected.

TERM

Three (3) years from execution.

RETURN OF INFORMATION

Upon request, Recipient shall return or destroy all confidential information.

REMEDIES

Disclosing Party may seek injunctive relief, damages and all remedies available under law.

GOVERNING LAW

State of New Jersey.

RECIPIENT INFORMATION

Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

THE LUBERTO GROUP / FML HOSPITALITY ADVISORY

By: _____

Fred M. Luberto

Date: _____