



SECURE REAL ESTATE  
Commercial – Retail – Multi-Family  
1461 Bethlehem Pike, Flourtown, PA 19031  
Tel: 215.248.9200 Fax: 215.381.9294

### CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This agreement made this \_\_\_ day of \_\_\_\_\_, 2026 between Margaret F. Foley (Seller) and Secure Real Estate (Listing Broker) and NEED INFORMATION (Buyer) and NEED INFORMATION (Cooperating Broker). In connection with the Buyer's consideration of a possible transaction to acquire 1841 Norristown Road, Maple Glen (Upper Dublin Township), Montgomery County, PA, 19002 (Property), all parties' names above agree to the following terms and conditions:

- 1. Genuine Business Interest.** Buyer is genuinely interested in pursuing and possibly purchasing the Property from Seller.
- 2. Permitted Use.** Buyer will use the confidential information solely for purposes of evaluating the Property of the Seller.
- 3. Confidentiality.** Buyer, Cooperating Broker and Seller both acknowledge that all information and materials furnished from the Listing Broker concerning the above referenced Property is confidential and may not be used for any purpose other than evaluation. Access to any information furnished by the Listing Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the Property listed above.
- 4. Nondisclosure.** Seller, Buyer, Listing Broker and Cooperating Broker all agree not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
- 5. Discretion.** Buyer and Cooperating Broker agree not to contact the Property or Business owner, employees, suppliers, tenants or customers except through Listing Broker. Buyer and Cooperating Broker further agree not to circumvent or interfere with Listing Broker's written contract or verbal agreement with Seller in any way.
- 6. Binding Effect.** This agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania and shall survive the closing of any Agreement between Buyer and Seller for a period of one year from the date of said closing. The word "Closing" shall include notification of non-interest on the part of Buyer as well any successful transaction between Buyer and Seller.
- 7. Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as

may be permitted by law, call costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.

**8. Warranty.** SECURE Real Estate does not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Seller. Buyer should rely on his/her own verification of this information as a part of his or her own due diligence.

**9. Reproduction Prohibited:** No copies shall be made or retained of any written information supplied to Buyer by Seller. At the conclusion of any discussion, negotiation or upon demand by Seller, all information including written notes, photographs, or notes taken by Buyer shall be returned to Seller or Listing Broker. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

APPROVED AS ABOVE, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2026.

BUYER

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

APPROVED AS ABOVE, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2026.

COOPERATING BROKER

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