LEGACY NORTH CAPITAL
Protect your legacy.

(646) 847-9512
legacynorthcapital.com
New York, NY

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is entered into by and between **Oasis Investing LLC**, a New York limited liability company doing business as Legacy North Capital ("**Legacy North**" or the "**Receiving Party**"), and the business owner identified in the signature block at the end of this Agreement (the "**Owner**" or the "**Disclosing Party**"), on behalf of the Owner's business identified in that signature block (the "**Business**"). The Owner and Legacy North are each a "Party" and together the "Parties." This Agreement takes effect on the Effective Date defined in Section 1.3.

Whereas, the Owner owns and operates the Business;

Whereas, the Owner has asked Legacy North to prepare a free analysis of the Business's readiness for a possible future sale, succession, or transition (the "**Analysis**"), and in connection with the Analysis the Owner may disclose confidential and proprietary information to Legacy North; and

Whereas, Legacy North is willing to receive that information only on the terms of this Agreement, under which Legacy North agrees to hold it in strict confidence for the Owner's protection;

Now, therefore, in consideration of the preparation of the Analysis and the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Legacy North agrees as follows:

1. ONE-WAY AGREEMENT; THE PARTIES; EFFECTIVENESS

1.1 *One-way.* This is a one-way agreement. Every obligation in it is an obligation of Legacy North. The Owner undertakes no obligation by signing, other than the acknowledgment recorded in Section 1.4.

1.2 *Capacity.* Each person who signs this Agreement represents that he or she is the party named, or is duly authorised to sign for that party. The Owner signs individually and, where the Business is an entity, also on the Business's behalf as its owner.

1.3 *Effectiveness; Effective Date.* This Agreement becomes effective on the date Legacy North signs it (the "**Effective Date**"), and Legacy North's obligations apply from that date whether or not the Owner countersigns. Information the Owner disclosed to Legacy North before the Effective Date in contemplation of the Analysis is treated as Confidential Information under this Agreement.

1.4 *Owner's signature.* The Owner's signature is an acknowledgment that the Owner has received this Agreement and asked Legacy North to proceed with the Analysis. It is not a condition of Legacy North's obligations.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 "**Confidential Information**" means all non-public information that the Owner or the Business discloses to Legacy North in connection with the Analysis, in any form — in writing,

electronically, on paper, orally, or by observation — that identifies the Owner or the Business, or from which the Owner or the Business can reasonably be identified, including the following records and information of the Owner and the Business:

- (a) financial information of every kind, including tax returns, financial statements, bookkeeping and accounting records, bank records, revenues, costs, margins, and debts;
- (b) customer and client information, including identities, lists, contracts, order histories, and pricing;
- (c) employee and contractor information, including identities, roles, and compensation;
- (d) contracts, leases, supplier and vendor terms, licences, and permits;
- (e) business plans, records, systems, methods, and trade secrets; and
- (f) any other non-public information that identifies the Owner or the Business, or from which the Owner or the Business can reasonably be identified, and that the Owner has not authorised for release.

2.2 *The discussions themselves.* Confidential Information also includes the fact that the Owner and Legacy North are in discussions at all: that the Owner asked about an Analysis, that an Analysis was requested, prepared, or delivered, and that the Owner is considering a sale of, succession for, or transition of the Business.

2.3 *No marking required.* Information is Confidential Information whether or not it is marked "confidential" or identified as confidential when disclosed. Notes, summaries, extracts, copies, and other materials that Legacy North prepares from Confidential Information are themselves Confidential Information to the extent that they retain information that identifies the Owner or the Business.

3. LEGACY NORTH'S OBLIGATIONS

3.1 *Strict confidence.* Legacy North shall hold all Confidential Information in strict confidence and shall not disclose it to any person except as Section 4 permits. Legacy North shall protect Confidential Information with at least the same care it uses for its own confidential information, and never with less than reasonable care.

3.2 *Never sold.* **Legacy North shall never sell Confidential Information — not the Owner's name, not the Business's numbers, and not the fact that the Parties have talked.**

3.3 *No shopping the Business.* Legacy North shall not disclose Confidential Information to any other prospective buyer, broker, lender, or investor, and shall not offer, market, or shop the Business to anyone, in each case unless the Owner has first agreed in writing.

4. PERMITTED DISCLOSURES; REPRESENTATIVES

4.1 Legacy North may disclose Confidential Information only to its officers, members, employees, accountants, attorneys, and other professional advisers (its "**Representatives**") who need to see it for the Analysis, and only after informing them of its confidential nature. Each Representative must be bound to keep it confidential on terms at least as protective of the Owner as this Agreement.

4.2 Legacy North is responsible for any breach of this Agreement by its Representatives as if Legacy North had committed the breach itself.

4.3 Legacy North shall not copy Confidential Information except as needed for the Analysis, and shall keep a reasonable record of what it holds so that Section 9 can be carried out on request.

5. NON-USE; NO CONTACT

5.1 Legacy North shall not use Confidential Information against the Owner or the Business in any way, including:

- (a) to compete with the Business using the Business's own prices, customers, costs, or methods;
- (b) to solicit, divert, or take away any customer or client of the Business; or
- (c) to solicit or recruit any employee or contractor of the Business.

5.2 Legacy North shall not contact the Business's customers, clients, employees, contractors, suppliers, landlord, or lenders about the Parties' discussions, the Analysis, or a possible sale or transition, unless the Owner has first agreed in writing.

6. STANDARD EXCLUSIONS

The obligations in this Agreement do not apply to information that Legacy North demonstrates, by its records:

- (a) is or becomes generally available to the public through no breach of this Agreement and no fault of Legacy North or its Representatives;
- (b) was already known to Legacy North, without any duty of confidence, before the Owner disclosed it;
- (c) was developed by Legacy North independently, without using or referring to the Confidential Information; or
- (d) was received by Legacy North from a third party who was entitled to disclose it, without restriction and without breach of any duty owed to the Owner.

The fact of the Parties' discussions, described in Section 2.2, is not excluded under clause (a) unless the Owner has made it public.

7. DISCLOSURE REQUIRED BY LAW

7.1 If Legacy North or any of its Representatives is required by law, subpoena, court order, or governmental process to disclose Confidential Information, Legacy North shall, to the extent legally permitted, promptly notify the Owner, cooperate with the Owner's efforts to limit the disclosure, disclose only the portion that is legally required, and request confidential treatment for it.

7.2 Nothing in this Agreement prohibits either Party from reporting a suspected violation of law to, filing a charge with, or cooperating with any governmental agency, or from disclosing Confidential Information to a government official or an attorney solely for the purpose of reporting or investigating a suspected violation of law, as contemplated by 18 U.S.C. § 1833(b).

8. TERM

Legacy North's obligations under this Agreement begin on the Effective Date and expire **two (2) years** after the Effective Date. On expiry, the obligations end, except that (i) any obligation that has

already been breached remains enforceable, and (ii) Section 9 remains in effect until it has been fully performed for all Confidential Information then held.

9. RETURN OR DESTRUCTION OF MATERIALS

9.1 At any time, on the Owner's request — given in writing, by email, or orally and confirmed by Legacy North in writing — Legacy North shall promptly return to the Owner, or destroy, at the Owner's choice, all Confidential Information in its possession or control, in every form, including all copies, notes, summaries, and extracts of it, and shall confirm in writing that it has done so.

9.2 If the law requires Legacy North to retain a specific record that contains Confidential Information, Legacy North may retain only that record, shall tell the Owner what it is and why the law requires it, and shall keep it subject to this Agreement for so long as it is retained, notwithstanding Section 8.

10. NO OBLIGATION TO PROCEED; NO RIGHTS GRANTED

10.1 Signing this Agreement does not commit the Owner to anything. It does not require the Owner to sell the Business, to consider or accept any offer, to engage Legacy North for any further work, or to pay anything, and it gives Legacy North no exclusive right of any kind.

10.2 Confidential Information remains the Owner's property. Nothing in this Agreement grants Legacy North any licence or other right in or to the Confidential Information, by implication or otherwise.

11. REMEDIES

Legacy North acknowledges that a breach or threatened breach of this Agreement may cause the Owner harm that money alone cannot adequately repair. The Owner is therefore entitled, in addition to any other remedies available at law or in equity, to seek injunctive relief and specific performance to prevent or stop a breach, without having to prove actual damage. No election of one remedy excludes any other.

12. GENERAL PROVISIONS

12.1 *Governing law.* This Agreement is governed by and construed under the laws of the State of New York, without regard to its conflict-of-laws principles.

12.2 *Entire agreement.* This Agreement is the entire agreement between the Parties about the confidentiality of the Owner's disclosures for the Analysis and replaces any earlier understanding, written or oral, on that subject.

12.3 *Amendments.* This Agreement may be changed only by a written document signed by both Parties.

12.4 *Severability.* If any provision of this Agreement is held unenforceable, that provision shall be reformed to the smallest extent necessary to make it enforceable, and the remaining provisions continue in full force and effect.

12.5 *Assignment.* Legacy North may not assign this Agreement, or any of its obligations under it, without the Owner's prior written consent. The Owner may assign this Agreement in

connection with a sale or transfer of the Business. Subject to this Section, this Agreement binds and benefits the Parties and their respective successors and permitted assigns.

12.6 *Notices.* Notices under this Agreement must be in writing and are effective when delivered personally, sent by confirmed email, or three business days after mailing by certified or registered mail, in each case to the addresses in the signature blocks below, or to any updated address given under this Section.

12.7 *Counterparts; electronic signatures.* This Agreement may be signed in counterparts, each of which is an original and all of which together form one agreement. Signatures delivered electronically — including through an electronic-signature service, and including a scanned or photographed copy of a signed page — are effective and binding, consistent with the federal ESIGN Act and the New York Electronic Signatures and Records Act.

12.8 *No waiver; construction.* A failure to enforce any provision is not a waiver of it or of any other provision. Headings are for convenience only. No rule of construction shall be applied against either Party as drafter.

Legacy North signs first. Its signature alone puts this Agreement into effect; the Owner's signature is the acknowledgment described in Section 1.4. The Owner is encouraged to show this Agreement to the Owner's own attorney or accountant before signing.

Agreed and accepted — Legacy North Capital (Receiving Party)

Oasis Investing LLC, doing business as Legacy North Capital

SIGNATURE _____ DATE (EFFECTIVE DATE) _____

PRINTED NAME _____ TITLE _____

Mike Malara, Owner
Address for notices: 330 W 58th St Apt 7J, New York, NY 10019 · (646) 847-9512

Acknowledged — Business Owner (Disclosing Party)

SIGNATURE _____ DATE _____

PRINTED NAME _____ TITLE _____

BUSINESS (LEGAL NAME) _____ ADDRESS / EMAIL FOR NOTICES _____

Returning this document. When the signing flow is live, you will receive a link from an electronic-signature service: open it, consent to sign electronically, and sign with a click — the service sends the completed copy to both of us. Until then, a signed copy may be returned by email, or by mail to Legacy North Capital, 330 W 58th St Apt 7J, New York, NY 10019. Questions: call us at **(646) 847-9512**.