BARASHY GROUP
Commercial Real Estate | 3227 Meade Ave, Suite 3B, Las Vegas, NV 89102 | ofir@barashy.com | 702-325-9673 | NV B.146149.LLC

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

(Non-Disclosure Agreement)

This Confidentiality and Non-Circumvention Agreement ("Agreement") is made as of the date signed below by the undersigned ("Recipient") in favor of Barashy Group LLC and Ofir Barashy, Principal Broker, Nevada License B.146149.LLC ("Broker"), and the owner, tenant, or principal represented by Broker in connection with the Opportunity described below (the "Principal"). Recipient is providing this Agreement in order to induce Broker to disclose confidential information regarding a restaurant opportunity located in the Las Vegas Arts District (the "Opportunity").

Recipient understands that Broker represents the Principal, whose identity and the specific location and terms of the Opportunity are themselves confidential and will be disclosed to Recipient only after Recipient has executed this Agreement. In consideration of receiving such information, Recipient agrees as follows:

1. Confidential Information

"Confidential Information" means all non-public information furnished to Recipient by or on behalf of Broker or the Principal, in any form and whether or not marked confidential, including without limitation: the identity of the Principal and the business; the existence, location, and availability of the Opportunity; the terms, provisions, rent, and economics of any lease and any amendments; financial statements, sales and revenue data, and tax information; equipment schedules, asset lists, floor plans, permits, and licenses; and any offering summary, evaluation, or analysis prepared by Broker.

Confidential Information does not include information that: (a) was already known to Recipient without restriction before disclosure; (b) becomes public through no fault of Recipient; (c) is lawfully obtained by Recipient from a third party entitled to disclose it; or (d) is required to be disclosed by law or court order, provided Recipient gives Broker prompt written notice and a reasonable opportunity to seek protection.

2. Recipient's Obligations

- Use the Confidential Information solely to evaluate a possible transaction involving the Opportunity, and for no other purpose;
- Hold the Confidential Information in strict confidence and not disclose it to any third party other than Recipient's own employees, attorneys, accountants, lenders, or advisors who have a need to know for that purpose and who are bound to keep it confidential (for whose compliance Recipient remains responsible);
- Not disclose to any person the existence of the Opportunity or that it is or may be available; and
- Not contact, interview, or solicit any employee, manager, vendor, supplier, contractor, or customer of the business, or the landlord of the premises, regarding the Opportunity — all inquiries, site visits, and communications shall be made exclusively through Broker.

3. Non-Circumvention

For a period of eighteen (18) months from the date of this Agreement, Recipient shall not, directly or indirectly, use the Confidential Information to negotiate or transact with the Principal, the landlord of the premises, or their respective affiliates or representatives regarding the Opportunity, or otherwise to circumvent, avoid, or bypass Broker, whether acting alone or through any affiliate, agent, or third party. Recipient acknowledges that Broker would be entitled to its commission or fee had the transaction proceeded through Broker, and that this Section is a material inducement to the disclosure of the Confidential Information.

4. No Warranty; No Obligation

All Confidential Information is provided "AS IS," without representation or warranty as to accuracy or completeness, and Recipient shall rely solely on its own investigation and due diligence. Nothing in this Agreement obligates the Principal, the landlord, or Recipient to enter into any transaction, and any transaction remains subject to the landlord's consent and the terms of the underlying lease.

5. Return of Materials

Upon Broker's written request, Recipient shall promptly return or destroy all Confidential Information and copies, except to the extent retention is required by law or exists in routine electronic backups not readily accessible.

6. Remedies

Recipient acknowledges that a breach of this Agreement would cause irreparable harm for which monetary damages would be inadequate, and that Broker and the Principal shall each be entitled to seek injunctive relief without posting bond, in addition to any other remedies at law or in equity. The Principal is an intended third-party beneficiary of this Agreement and may enforce it directly. In any action to enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

7. Term; Governing Law

The confidentiality obligations survive for two (2) years from the date of this Agreement (and, as to any trade secret, for so long as it remains a trade secret under applicable law). This Agreement is governed by the laws of the State of Nevada, with venue in Clark County, Nevada. It may be signed and delivered electronically.

AGREED AND ACCEPTED BY RECIPIENT:

Signature: ____ Date: ______________
Printed Name: ____________________________________
Company: ____
Title: ____
Address: ____
Phone: ___________________________ Email: ___________________________

Broker: Barashy Group LLC | Ofir Barashy, Principal Broker | NV B.146149.LLC

Broker's signature is not required; Broker and the Principal it represents are protected as beneficiaries of Recipient's undertaking above.