THOMAS HOSPITALITY GROUP SM

CONFIDENTIALITY AGREEMENT

Any and all information regarding ANY RESTAURANT, BAR OR NIGHTCLUB PRESENTED BY THOMAS HOSPITALITY GROUP (Licensed Business & Real Estate Brokers) will be delivered to you on a confidential basis and your receipt thereof will be subject to the following term and conditions:

1. "You" as herein after referred to shall mean you and any of your confidants, consultants or professional advisors or to any entity to which you are or become a member, officer or partner or any entity in which you have a financial interest.
2. You shall use the provided information solely for the purpose of evaluating the Business and/or Real Estate in order to determine whether you wish to enter into present or future negotiations for its purchase or use and you agree not to use the provided information for any competitive or illegal purposes.
3. For a period of three (3) years from the date hereof, you shall maintain all the provided information as secret and confidential and shall not copy or disclose directly or indirectly to any party, any such information except when and after such information (a) is or becomes generally available to the public other than through the failure of you to fulfill the obligations herein, (b) was already known to you on a non-confidential basis prior to disclosure to you, or (c) is subsequently disclosed to you on a confidential basis by a third party not having an obligation of confidentiality.
4. The provided information shall be disclosed only to such confidants whose duties require the possession thereof and whose knowledge of the information is required for you to make an appropriate analysis of the Business and / or Real Estate Opportunity; such confidants would include your attorney, accountant, officers of your corporate entity, as well any agents under your authority. You agree that neither you nor your confidants, consultants or professional advisors will disclose to the staff of the subject business that the business is for sale.
5. In the event that we authorize you to inspect the Business and / or Real Estate Opportunity that employs technical information and know-how used in the operation, you agree to honor the same confidentiality and restriction provided in this Agreement with respect to any such technical information and know-how which may come to the attention of/or be disclosed to you during any such visit whether through discussions with the business's employees or through visual inspection of such facilities or otherwise.
6. In consideration for introducing you to and furnishing you with information regarding the Business and / or Real Estate Opportunity for sale, you agree that should you enter into any agreement to purchase or lease the Business and / or Real Estate Opportunity within twenty-four (24) months of the date of introduction by THOMAS HOSPITALITY GROUP, then such agreement will be made through THOMAS HOSPITALITY GROUP and Seller shall be responsible for commission payment to THOMAS HOSPITALITY GROUP. If you should fail to abide by this stipulation, you shall be responsible for payment of the full commission of ten (10) percent of the gross sale price to THOMAS HOSPITALITY GROUP.
7. It is understood that as to any information received from THOMAS HOSPITALITY GROUP that (a) no representations or warranties are being made as to the completeness or accuracy of any information and (b) that all representations and warranties shall be made solely by the Business and / or Real Estate Opportunity to be purchased in a signed acquisition agreement or purchase contract.
8. The undersigned prospective buyer acknowledges the responsibility to perform a due diligence review at his own cost and expense prior to any acquisition.

AGREED TO AND ACCEPTED ON THIS _____DAY OF_____, 2026.

_____ _____ _____ ___

Signature of Potential Buyer | Street Address | City | State

_____ _____

Print Name of Buyer | Phone Number

_____

Email Address of Potential Buyer

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SCAN & EMAIL TO RON@THOMASHOSPITALITY.COM
or TAKE A PHOTO AND TEXT IT TO 248-342-1688