

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2020 by and between Marywood University, 2300 Adams Avenue, Scranton, Pennsylvania 18509 (hereinafter "Owner") and _____, of _____, _____ (hereinafter "Potential Buyer").

This Agreement concerns Marywood releasing to Potential Buyer information about its property known as Marywood South, more commonly known as 1800 North Washington Avenue, Scranton, Pennsylvania 18509 ("Marywood South"). Marywood purchased this property from the Commonwealth of Pennsylvania in January 2011. During the Commonwealth's ownership, this property was known as The State School for the Deaf.

1. Disclosure of Property Information. Marywood will disclose the property information about Marywood South provided in the offering memorandum so long as Potential Buyer agrees as follows:
 - a. That all Property Information furnished will be deemed confidential, proprietary and that trade secrets may be contained in the materials. The term "Property Information" does not include any information which is, or becomes, generally available to the public or is already in Potential Buyer's possession. Except as may otherwise be expressly set forth in a separate definitive written agreement(s) between Marywood and Potential Buyer, Marywood and its agents and representatives shall not be deemed to have made any representations or warranties as to the accuracy or completeness of the Property Information and shall have no liability whatsoever to the Potential Buyer (or its agents or representatives) relating to or arising in any manner from the Potential Buyer's use of the Property Information.
 - b. To hold in confidence all Property Information received from Marywood University through its agent Hinerfeld Commercial Real Estate or from Marywood officers, staff and employees.
 - c. To not reproduce or divulge such information to any other third party, except to secure his or hers advice or counsel, in which case Potential Buyer agrees to obtain third party's explicit consent to maintain confidentiality.
 - d. That Potential Buyer, its agents and representative shall review, examine, inspect or obtain such Property Information only for the sole, contemplated purpose of evaluating a potential purchase/sale transaction of Marywood South and agrees not to use the Property Information in any manner that is detrimental to Marywood South or Marywood University.

- e. That Potential Buyer and its agent shall in no event (i) request or initiate any inspections of Marywood South by any governmental or quasi-governmental entities or agencies, (ii) attempt to contact or involve itself in any discussions with governmental or quasi-governmental entities, or (iii) request to initiate any inspections of Marywood South by any private entities such as environmental, community planning, engineering firms, and/or consultants without Marywood or Marywood's representative being present at such discussions and pre-approving in its sole discretion the scope and content of any inspections and/or discussions inspections.
 - f. That Potential Buyer, when requested by Marywood or its representatives shall, within three (3) days following Marywood's written request, return or destroy (confirmed in writing) the Property Information, including all notes, copies, reproductions, summaries, analyses, or extracts thereof, then in the Potential Buyer's or its representatives' possession, either furnished by Seller hereunder or prepared by the Potential Buyer or its representatives. Such return or destruction shall not abrogate the Potential Buyers' continuing obligations under this Agreement.
 - g. To conduct further inquiries only through Hinerfeld Commercial Real Estate, agent for Marywood University.
 - h. That this Confidentiality Agreement does not constitute an agreement to sell Marywood South Property and does not obligate Marywood to enter into any further discussions or agreements with Potential Buyer concerning the sale of Marywood South.
2. Termination. Potential Buyer acknowledges that he/she/it will remain fully bound under all the terms and conditions of this Agreement until the expiration of three (3) years from discharge or termination, or when otherwise expressly released, in writing, of his/her/its obligations hereunder by Marywood University, whichever occurs first.
 3. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder.
 4. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
 5. No Transfer of Rights, Title or Interest. Marywood hereby retains its entire right, title and interest, including all intellectual property rights, in and to all Property Information. Any disclosure of such Property Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Potential Buyer.

6. Remedies. Potential Buyer acknowledges and agrees that money damages might not be a sufficient remedy for any breach of this Agreement by Potential Buyer. Therefore, in addition to all other remedies available at law, Marywood shall be entitled to seek injunctive and other equitable relief as a remedy for any such breach.

7. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising from this agreement shall, at Marywood's option, be either: (1) instituted only in the Court of Common Pleas of Lackawanna County; or (2) subject to arbitration under the common law of Pennsylvania with said arbitration occurring in Scranton, Lackawanna County, Pennsylvania.

Intending to be bound by the terms of this Confidentiality Agreement, the Parties do hereby acknowledge below.

POTENTIAL BUYER(S)

OWNER

MARYWOOD UNIVERSITY

Print Name

Print Name

Signature

Signature

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Company

Address