

Scottdale Sunoco

800 Water street
Scottdale, PA

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this agreement) is made effective as of _____ 2005, between SGII Group, Inc. , of 4010 Penn Avenue, Pittsburgh, Pennsylvania 15224, and _____ (name), of _____ (address).

In this Agreement the party who owns the Confidential Information will be referred to as "SGII Group", and the party who is receiving the Confidential Information will be referred to as "Potential Buyer".

SGII GROUP is engaged In Petroleum Sales and Convenience Stores operation. POTENTIAL BUYER is interested in acquiring one or more locations (C-Store and Gas Station) from SGII GROUP and has requested certain financial information from SGII GROUP. SGII GROUP has requested that POTENTIAL BUYER will protect the confidential material and information which may be disclosed between SGII GROUP and POTENTIAL BUYER. Therefore, the parties agree as follows:

I. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to SGII GROUP, whether or not owned or developed by SGII GROUP, which is not generally known other than by SGII GROUP, and which POTENTIAL BUYER may obtain through any direct or indirect contact with SGII GROUP.

- A. Confidential Information includes without limitation:
- business records and plans
 - customer lists and records and other proprietary information

II. **PROTECTION OF CONFIDENTIAL INFORMATION.** POTENTIAL BUYER understands and acknowledges that the confidential information has been developed or obtained by SGII GROUP by the investment of significant time, effort, and expense; and that the confidential information is a valuable, special, and unique asset of SGII GROUP which provides SGII GROUP with a significant competitive edge and needs to be protected from improper disclosure. In consideration for the disclosure of the confidential information, POTENTIAL BUYER agrees to hold in confidence and not to disclose the confidential information to any person or entity without the written consent of SGII GROUP. In addition, POTENTIAL BUYER agrees that:

- A. **No Copying/Modifying.** POTENTIAL BUYER. will not copy or modify any confidential information without the prior written consent of SGII GROUP.
- B. **Application to Employees.** Further, POTENTIAL BUYER shall not disclose any confidential information to any employees of POTENTIAL BUYER, except those employees who are required to have the confidential information in order to perform their job duties In connection with the limited purposes of this agreement. Each permitted employee to whom confidential information is

disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of SGII GROUP.

C. **Unauthorized Disclosure of Information.** If it appears that POTENTIAL BUYER has disclosed (or has threatened to disclose) confidential information in violation of this Agreement, SGII GROUP shall be entitled to an Injunction to restrain POTENTIAL BUYER from disclosing, in whole or in part, the confidential information. SGII GROUP shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of SGII GROUP, POTENTIAL BUYER shall return to SGII GROUP all written materials containing the confidential information. POTENTIAL BUYER shall deliver to SGII GROUP written statements signed by POTENTIAL BUYER that all materials have been returned within five (5) days of receipt of request

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the confidential information. This Agreement does not create any agency, partnership or joint venture.

V. LIMITED LICENSE TO USE. POTENTIAL BUYER shall not acquire any intellectual property rights under this Agreement except the limited rights to use set out above. POTENTIAL BUYER acknowledges that, as between SGII GROUP and POTENTIAL BUYER, the confidential information and all related copyrights and other intellectual property rights are (and at all times) will be the property of SGII GROUP, even if suggestions, comments, and/or ideas made by POTENTIAL BUYER are incorporated into the confidential information or related materials during the period of this agreement.

VI. GENERAL PROVISIONS, This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Pennsylvania. Tills Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this agreement.

Information Owner
SGII GROUP

By: _____
Sergey Gorlov
Principal

POTENTIAL BUYER

By: _____

