

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (The "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ ("Reviewer") in favor of Irving Shechtman & Company, Inc. ("Auctioneer"), and Independence Bank (Seller/Owner).

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In connection with Reviewer's interest in the possible acquisition of property located in Walpole, Massachusetts and located at 50-52 School Street (the "Property"), the Reviewer has requested and may from time to time receive certain information from Auctioneer or the Sellers concerning the Property which is non-public, confidential and proprietary in nature. In consideration of, and as a condition to furnishing such information (hereinafter, the "Evaluation Materials"), the Reviewer hereby agrees as follows:

1. All Evaluation Materials hereafter furnished by the Sellers to Reviewer shall be deemed confidential and shall be kept in confidence by Reviewer and shall be used solely for the purpose of evaluating a possible acquisition of the Property by the Reviewer or by one of the Reviewer's affiliates or subsidiaries. However, the Reviewer may disclose the Evaluation Materials or portions thereof to Reviewer's affiliates, subsidiaries, directors, officers, partners, advisors, employees, investors, co-venturers, attorneys, agents, accountants, contractors, financial advisors, lenders, and other persons acting at the direction or on behalf of the Reviewer (collectively "Representatives") for the purpose of evaluating the Reviewer's possible acquisition of the Property (it being understood that prior to such disclosure, those Representatives will be informed of the confidential nature of the Evaluation Materials and agree to be bound by the terms and conditions of this Agreement.
2. Reviewer understands and acknowledges that none of the Sellers nor any of their employees, officers, agents or advisors shall have any liability to Reviewer or any other person resulting from Reviewer's use of the Evaluation Materials. No warranty or representation, express or implied, is made by the Sellers with respect to the Property, concerning the completeness or accurateness of any such information. Each person who accepts the Evaluation Materials accepts full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding the Property, including, but not limited to, the relevancy, accuracy, and completeness of the Evaluation Materials or any other information which may be provided from time to time by the Sellers, and the Reviewer will rely solely upon its own inquiry and judgment in deciding whether and how much to bid for the Property.

3. The term "Evaluation Materials" does not include information which (a) is public other than as a result of a disclosure by the Reviewer in violation of this Agreement, (b) is disclosed to Reviewer by a third party not known to Reviewer to have an obligation of confidentiality to the Sellers, or (c) is subject to mandatory disclosure pursuant to any applicable law relating to public records.
  
4. In the event that the Reviewer receives a request to disclose all or any part of the information contained in the Evaluation Materials under the terms of a subpoena, order, civil demand or similar process issued by a court of competent jurisdiction or by a governmental body or regulatory authority, the Reviewer will notify Auctioneer promptly of the existence, terms, and circumstances surrounding such a request and cooperate with any action by the Sellers, at Seller's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Materials.

Executed as of the date first written above.

REVIEWER:

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By:

Name:

Title: