

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the “**Agreement**”) is made as of May \_\_, 2015, by and between \_\_\_\_\_ (“**Potential Purchaser**”) and Simply Fashions Stores, Ltd., and Adinath Corp. (collectively, the “**Company**” and together with Potential Purchaser, collectively, the “**Parties**”). Potential Purchaser desires to obtain certain confidential and proprietary information from the Company with respect to (i) one of more of the existing leases of non-residential real property related to the Company’s store locations (collectively, the “**Leases**”), and/or (ii) intellectual property owned by the Company, (collectively, the “**IP**”), and/or (iii) any other assets of the Company (collectively, the “**Other Assets**”) in order to evaluate the possibility of an acquisition, or asset purchase, involving one or more of the Leases or some or all of the IP or Other Assets (each, a “**Proposed Transaction**”). As a condition to furnishing any information which is confidential and/or proprietary in nature to Potential Purchaser, the Company requires that Potential Purchaser agree to treat confidentially all written information of a proprietary or confidential nature, that the Company furnishes to Potential Purchaser (including, but not limited to, copies of the Leases), except as may otherwise herein be provided (collectively being the “**Evaluation Materials**”), and the Parties agree to keep confidential, communications by and between the Parties of a proprietary or confidential nature, arising from or relating to the Proposed Transaction.

**NOW, THEREFORE**, for good and valuable consideration, the Parties hereto agree as follows:

1. Potential Purchaser recognizes and acknowledges that the Evaluation Materials may contain confidential and/or proprietary information regarding the Company. Potential Purchaser shall maintain the confidentiality of those portions of the Evaluation Materials that contain confidential and/or proprietary information, and shall not, without the prior written consent of the Company, disclose, those portions of the Evaluation Materials to any third party, except as otherwise set forth herein. Potential Purchaser may disclose the Evaluation Materials to its parents, subsidiaries, parents’ subsidiaries, or affiliates (collectively, the “**Affiliated Entities**”) and Potential Purchaser’s and/or the Affiliated Entities’, directors, officers, employees, partners, consultants, potential financing sources, joint-venture partners, bankers, accountants, lenders, investors, insurance consultants and/or brokers, attorneys, agents and financial and legal advisors (collectively, such entities or persons to whom Potential Purchaser or an Affiliated Entity discloses the Evaluation Materials, “**Representatives**”) who may need access to the Evaluation Materials, in Potential Purchaser’s discretion, for the purpose of evaluating the Proposed Transaction. Potential Purchaser shall (i) inform in writing all of its Representatives who receive any portion of the Evaluation Materials of the confidential and proprietary nature thereof and of this Agreement and (ii) direct all such Representatives in writing to comply with the confidentiality and non-use terms of this Agreement. Potential Purchaser shall keep those portions of the Evaluation Materials confidential, as hereinabove provided.

2. Potential Purchaser shall not use any of the Evaluation Materials for any purpose other than to evaluate the Proposed Transaction. The Company acknowledges and agrees that Potential Purchaser and its Affiliated Entities and Representatives may invest in or consider or manage investments in companies that compete either directly or indirectly with the Company and that this Agreement shall in no way be construed to prohibit or restrict Potential Purchaser's or its Affiliated Entities or Representatives' ability to make or manage or consider such investments.
3. This Agreement shall not apply to, and Potential Purchaser shall have no obligation with respect to, any information which (i) is or becomes generally available to the public through no breach of this Agreement by Potential Purchaser, or actual knowledge by Potential Purchaser of breach by its Representatives, (ii) was already known by Potential Purchaser or a third party, or in Potential Purchaser's possession prior to the date of this Agreement, (iii) becomes available to Potential Purchaser on a non-confidential basis from a source, other than the Company or its agents, which is or was not known to be prohibited from disclosing such portions of the Evaluation Materials by a contractual or legal obligation to the Company, (iv) is independently developed or acquired by Potential Purchaser without violation of this Agreement, or (v) is or was of a non-proprietary nature.
4. In the event that Potential Purchaser, its Affiliated Entities, and/or its Representatives receive a request or are required to disclose any of the Evaluation Materials, pursuant to any applicable law, rule, regulation, regulatory authority, subpoena, order, summons, lawsuit, or other applicable judicial or governmental order, or any other legal process, Potential Purchaser shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy at the Company's expense. In the event that such protective order or other remedy is not timely obtained, or the Company waives compliance with the provisions of this Agreement, Potential Purchaser, its Affiliated Entities, and/or its Representatives may furnish and disclose any or all of the Evaluation Materials. Notwithstanding the foregoing, notice to the Company shall not be required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a governmental or regulatory authority having or claiming to have authority to regulate or oversee Potential Purchaser's business, provided that Potential Purchaser informs such governmental or regulatory authority of the confidential nature of the Evaluation Materials.
5. It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof by the Company preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder. It is further understood and agreed that money damages alone may not constitute a sufficient remedy for any breach of this Agreement by Potential Purchaser or its Representatives, and that the Company shall be entitled to seek specific performance and injunctive relief, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies available to the Company for a breach of this Agreement by Potential Purchaser or its

Representatives, but shall be in addition to all other remedies available to the Company at law or in equity.

6. Potential Purchaser shall destroy or return the Evaluation Materials to the Company (at Potential Purchaser's option) and direct its Representatives to do the same upon the Company's written request. If Potential Purchaser elects to destroy, Potential Purchaser shall destroy those portions of any projections, appraisals, memoranda, notes, analyses, compilations, studies and other documents, including copies or extracts thereof, that contain Evaluation Materials, prepared by Potential Purchaser and direct its Representatives to do the same, provided in each instance, the same is reasonably possible without destroying or affecting Potential Purchaser, its Affiliated Entities', or its Representatives' computer programs, server, software, or the like. Notwithstanding anything herein to the contrary, Potential Purchaser, its Affiliated Entities, and its Representatives may retain one or more copies of the Evaluation Materials for the purpose of defending any claim related to this Agreement or any transaction related hereto, or as may be required in accordance with Potential Purchaser's, its Affiliated Entities, or its Representatives' respective legal, compliance, computer programs, server, software, and/or automated backup archiving practices.
7. Potential Purchaser understands that the Company will endeavor to include in the Evaluation Materials information known to the Company which the Company believes to be relevant for the purpose of Potential Purchaser's evaluation of the Proposed Transaction. Potential Purchaser further understands and acknowledges that the Company does not make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or any portion thereof. Potential Purchaser agrees that neither the Company nor its agents shall have any liability to Potential Purchaser or any of its Representatives resulting from the use of the Evaluation Materials by Potential Purchaser or its Representatives by virtue of this Agreement.
8. Unless and until a definitive binding agreement is entered into between the Company and Potential Purchaser (or any of its affiliates) with respect to the Proposed Transaction, none of the parties hereto will be under any legal obligation of any kind whatsoever to consummate, or otherwise with respect to, any Proposed Transaction by virtue of this Agreement or any other written or oral expression, except with respect to the matters specifically agreed to herein. Except for the matters set forth in this Agreement or in any such definitive binding agreement, neither party hereto shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, any custom, usage of trade, course of dealing or conduct.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous understandings, arrangements and agreements, whether oral or in writing, between the parties relating in any way to such subject matter. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by an offering memorandum, web-based database or similar repository of

Evaluation Materials to which Potential Purchaser or its Representatives are granted access in connection with this Agreement, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that Potential Purchaser's confidentiality obligations with respect to the Evaluation Materials are exclusively governed by this Agreement and may not be enlarged except by an agreement executed by the parties hereto in traditional written format.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement, provided each Party receives a signed counterpart of the other Party. Facsimile signatures or otherwise electronically transmitted signatures (such as via e-mail in pdf format) may be used with the same force and effect as original signatures. The term of this agreement shall be the earlier of: (i) six (6) months from the date hereof; or (ii) the consummation of a Proposed Transaction even if such Proposed Transaction is between the Company (or its Representatives) and a non-related third party.
11. The parties voluntarily submit to the jurisdiction of the United States Bankruptcy Court for the Southern District of Florida (Miami Division) (the court in which is currently pending the chapter 11 cases of the Company) to resolve any dispute with respect to any issue related to, or arising in connection with, this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, duly authorized, have caused this Confidentiality Agreement to be executed as of the date first above written.

Company:        Simply Fashion Stores, LTD., and Adinath Corp.

Signature:        \_\_\_\_\_

Name:            \_\_\_\_\_

Title:              \_\_\_\_\_

Company:        Potential Purchaser: \_\_\_\_\_

Signature:        \_\_\_\_\_

Name:            \_\_\_\_\_

Title:              \_\_\_\_\_