

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("AGREEMENT") is made and agreed to by _____ ("PROVIDER"), and _____ (hereinafter known as "RECIPIENT") for the purpose of evaluating the _____ of _____ located in _____, comprised of _____ ("PROPERTY").

RECIPIENT HAS REQUESTED information from **PROVIDER** for the purpose of evaluating the **PURCHASE** of the **PROPERTY** sold/leased/brokered by the **PROVIDER**. **RECIPIENT** agrees that it will execute this **CONFIDENTIALITY AGREEMENT** prior to receipt and review of: 1) the **PROPERTY**, and 2) any **PROPERTY** information and materials submitted by **PROVIDER**.

THE PARTIES AGREE, in consideration of the covenants and **agreements** contained herein, as follows:

1. In the event a **RECIPIENT** is a licensed real estate **PROVIDER**, **RECIPIENT** agrees to obtain and have in its possession a fully executed copy of this **AGREEMENT** signed by each prospective **RECIPIENT(s)** or tenant(s) of the **PROPERTY** prior to disclosure of any confidential materials to said prospective **RECIPIENT(s)** or tenant(s).
2. **RECIPIENT** agrees that its oral, written, and digital communication, as directed by **PROVIDER**, with all parties associated with the **PROPERTY**, shall be made with the sole intent of evaluating the **PROPERTY** to be sold/leased/brokered by the **PROVIDER**.
3. **RECIPIENT** will not disclose, permit the disclosure of, release, copy, digitize, disseminate, or transfer; any information obtained hereunder ("**PROPERTY** Information") to any other person or entity without the express written permission of the **PROVIDER**.
4. **RECIPIENT** shall not contact any persons other than the **PROVIDER**, as stated herein, concerning the **PROPERTY**, without the **PROVIDER'S** written permission. Such persons include, without limitation, corporations, employees, prospective buyers, investors, suppliers, real estate **PROVIDERS**, and tenants.
5. **PROVIDER** does not make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them to **RECIPIENT**. **RECIPIENT** expressly waives all rights of recourse against **PROVIDER** with respect to the same.
6. The Persons signing on behalf of **RECIPIENT** and **PROVIDER** represent that they have the authority to bind the party for whom they sign. This **AGREEMENT** is not assignable and shall be binding and enforceable on all of the parties.
7. The parties agree that any legal dispute arising from this **AGREEMENT** shall be settled by binding arbitration by the American Arbitration Association.

8. CONFIDENTIALITY / NON-CIRCUMVENTION

a. DISCUSSIONS AND NEGOTIATIONS

The parties to this **AGREEMENT** recognize that in the process of their discussions and negotiations each party shall be furnishing each to the other, certain proprietary information, designs, documents, trade secrets, intellectual **PROPERTY** and more specifically, **PROVIDER** shall be furnishing to **RECIPIENT** proprietary information specifically relating to the **PROPERTY** hereunder (hereinafter collectively referred to as "**PROVIDER PROPERTY**"). It being specifically understood that the information and documentation associated with **PROVIDER PROPERTY** is proprietary and shall be considered confidential information pursuant to this **AGREEMENT**. It being specifically understood and agreed that the exchange of the information between the parties hereunder during the negotiations and discussions contemplated hereunder, shall serve as valid consideration for the terms and conditions imposed by this **AGREEMENT**.

b. SCOPE OF CONFIDENTIALITY

RECIPIENT understands and agrees that all such Confidential Information is to be preserved and protected, is not to be used, disclosed or made available, either in whole or in part, in any manner whatsoever, directly or indirectly, to third persons OR ANY PERSONS for purposes unrelated to the objectives of **PROVIDER**, without prior written authorization from an executive officer of **PROVIDER**, and is not to be used, directly or indirectly, for any purpose unrelated to the objectives of **PROVIDER** without prior written authorization from an executive officer of **PROVIDER**. **RECIPIENT** shall promptly notify **PROVIDER** of any Confidential Information that becomes public without the prior approval or knowledge of **PROVIDER** or any of its representatives.

c. DUTY TO DISCLOSE

In the event that **RECIPIENT** is requested or becomes legally compelled (by oral questions, interrogatories,

requests for Confidential Information, subpoena, civil investigative demand or similar process or otherwise) to disclose any of the Confidential Information, **RECIPIENT** will provide **PROVIDER** with prompt written notice to **PROVIDER** prior to any disclosure so that **PROVIDER** may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, **RECIPIENT** will furnish only that portion of the Confidential Information which is advised by counsel is legally required to be furnished and will exercise his or her best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. If **RECIPIENT** believes that he or she will be required to disclose Confidential Information as contemplated by this paragraph, then **RECIPIENT** shall promptly notify **PROVIDER** in writing of that fact and **PROVIDER** shall thereafter have the sole duty to attempt to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

d. ENFORCEMENT OF COVENANTS

It is hereby acknowledged that damages would not be an adequate remedy for any breach of this **AGREEMENT** and therefore in the event of a breach or threat of a breach of this **AGREEMENT** by **RECIPIENT**, or any of his or her representatives, **PROVIDER** shall be entitled to specific performance of this **AGREEMENT**.

e. NON-CIRCUMVENTION

RECIPIENT shall not use the Confidential Information for any reason whatsoever not incident to the terms and conditions hereunder.

PROVIDER :
Agreed this _____ day of _____, _____

RECIPIENT :
Agreed this _____ day of _____, _____

PROVIDER Signature

RECIPIENT Signature

Printed Name:

Printed Name:

Company: _____

Company: _____

Address: _____

Address: _____

City/State/ZIP: _____

City/State/ZIP: _____

Office: _____ Fax: _____

Office: _____ Fax: _____

Email: _____

Email: _____