

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made and agreed to by:

\_\_\_\_\_  
Broker & Prospect

And SVN Lotus & Assoc. regarding the Real Property and/or Business purchase and sale opportunity known as:

The Purchaser and/or Broker is requesting information from Owner for the purpose of evaluating a possible acquisition of the Property. The Owner shall deliver confidential information concerning the Property, only to those potential purchasers who sign this Agreement and thereby acknowledge their agreement to the terms hereof. The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser and/or Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity except Purchaser's advisors.
2. If Purchaser and/or Broker is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Owner, now or in the future, which is not readily available to the general public. Purchaser and/or Broker understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Purchaser and/or Broker shall not contact directly any persons concerning the Property (Tenant's and suppliers), other than the Owner.
6. Purchaser and/or Broker acknowledges that it is a Principal and not an Agent on behalf of any other party in conjunction with the purchase of the Property.
7. The Owner makes no representations or warranties, express or implied, as to the accuracy or completeness of any Information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner with respect to the same.
8. The Persons signing on behalf of Purchaser and/or Broker represent that they have the authority to bind the party for whom they sign.
9. This agreement will terminate, \_\_\_\_\_ (if left blank, then 2 years) after the conclusion of any discussions or negotiations regarding the above-referenced Property.
10. This Agreement shall be governed and construed in accordance with the laws of the State in which the

Property lays.



\_\_\_\_\_  
Prospect

\_\_\_\_\_  
Date



\_\_\_\_\_  
Prospect's Broker and Title or Authorized Agent and Title

\_\_\_\_\_  
Date



\_\_\_\_\_  
Listing Broker and Title or Authorized Agent and Title

\_\_\_\_\_  
Date