

1 This Non-Disclosure Agreement (hereinafter "NDA") is between the following disclosing parties and receiving parties;
2

3 **Disclosing Parties**

4 **Seller:** _____ d/b/a _____
5 formed in the State of _____ (hereinafter "Disclosing Party").

6 **Seller's Broker:** _____ a licensed real estate broker in the State of
7 _____ (hereinafter "Disclosing Party").

8 **Seller's Broker/Salesperson:** _____ a licensed real estate
9 broker/salesperson in the State of _____ (hereinafter "Disclosing Party").
10
11
12

13 **Receiving Parties**

14 **Buyer:** _____ d/b/a _____
15 formed in the State of _____ (hereinafter "Receiving Party").

16 **Buyer's Broker:** _____ a licensed real estate broker in the State of
17 _____ (hereinafter "Receiving Party").

18 **Buyer's Broker/Salesperson:** _____ a licensed real estate
19 broker/salesperson in the State of _____ (hereinafter "Receiving Party").
20
21
22

23 **Terms**

24 In order to evaluate a potential transaction (hereinafter the "Transaction") concerning real property commonly known as
25 _____ (hereinafter the "Property"), located in the State of
26 _____ (hereinafter "Transaction State"), the parties recognize the need for the Disclosing Party to
27 disclose certain confidential information (hereinafter "Confidential Information") to the Receiving Party.
28

29 **Term and Termination:** This NDA shall become effective on the final signed date (hereinafter the "Effective Date") of all
30 relevant parties and shall terminate upon either: a) settlement of the Transaction, or b) notice of termination as described
31 herein. Any party may terminate this NDA upon delivering written notice to all other parties. However, the
32 confidentiality obligations shall survive any such termination for a period of ____ years.
33

34 **Confidential Information:** Confidential information includes any information disclosed by the Disclosing Party to the
35 Receiving Party on or after the Effective Date, either directly or indirectly, in writing, verbally, or in any other form,
36 including without limitation: business plans, pro formas, documents, real estate information, lease information, property
37 ownership documentation and related financial materials, source code, software, financial statements, financial
38 information, financial analysis, marketing plans, marketing information, customer names, customer lists, vendor names,
39 vendor lists, ideas, strategies, research, or processes disclosed by, or at the direction of, the Disclosing Party to the
40 Receiving Party, regardless of whether such disclosure is a result of, or in connection with, the Transaction.
41

42 **Non-Disclosure and Non-Use of Confidential Information:** Receiving Party shall use the Disclosing Party's Confidential
43 Information only for the purpose of evaluating a Transaction, and shall protect such Confidential Information from
44 disclosure to third parties, using the same degree of care used to protect its ideas and proprietary information of like
45 importance, but in any case, using no less than a reasonable degree of care. Receiving Party shall not make any copies of
46 Confidential Information unless the same are previously approved of in writing by the Disclosing Party. The Receiving
47 Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner
48 in which such notices were set forth in or on the original. The Receiving Party shall not disclose the Disclosing Party's
49 Confidential Information to any of its employees, affiliates, or consultants ("Representatives") without prior written
50 approval of Disclosing Party. If written approval is provided by Disclosing Party, such Representatives must be on a need-
51 to-know basis and such Representatives must: a) use the Confidential Information for the purposes of the Transaction
52 only, and b) protect the Confidential Information as required hereunder. The Receiving Party shall immediately notify the
53 Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information. The parties shall be
54 responsible for any breach of the terms of this NDA and agree, at their sole expense, to take all reasonable measures
55 including, but not limited to, court proceedings, to restrain their respective Representatives from prohibited and/or
56 unauthorized disclosure or use of the Confidential Information.
57

58 **Limitations:** The restrictions in this NDA on the use and disclosure of Confidential Information shall not apply to
59 information that: a) the Receiving Party can demonstrate is already in its possession or control prior to the Effective Date,
60 b) is, or becomes, publicly known, through no wrongful act of the Receiving Party, c) the Receiving Party can demonstrate
61 was developed independently by Receiving Party without reference to the Confidential Information, or d) is lawfully
62 required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that (except
63 to the extent the same would be unlawful or in violation of the warrant, subpoena, or order requiring disclosure) before
64 making such disclosure, the Receiving Party gives the Disclosing Party an adequate opportunity to interpose an objection
65 and/or take action to assure the confidential handling of such information.
66

67 **Right to Confidential Information; Ownership:** Confidential Information disclosed according to this NDA (including
68 information in electronic software or electronic storage media) shall be and remain the property of the Disclosing Party.
69 The Receiving Party, upon the written request of the Disclosing Party at any time, shall promptly return or destroy all
70 tangible Confidential Information of the Disclosing Party in its possession, and no such Confidential Information shall
71 thereafter be retained in any form by the Receiving Party. The Receiving Party shall be fully responsible for the return or
72 destruction of all Confidential Information disclosed to its Representatives. The Receiving Party understands,
73 acknowledges, and agrees that the Confidential Information is the sole and exclusive property of the Disclosing Party, its
74 successors, and assigns and that in the event of any cancellation of the Transaction, Receiving Party agrees not to, directly
75 or indirectly, disclose any Confidential Information.
76

77 **No Obligation; No Warranty:** Nothing herein shall obligate the parties to proceed with any transaction between them, and
78 each party if a principal to the Transaction reserves the right, in its sole and absolute discretion, to cancel the Transaction
79 unless otherwise agreed to in writing prohibiting such cancellation. All confidential information is provided "As-Is."
80 Disclosing Party makes no representations or warranties, whether express or implied, as to the accuracy or completeness

81 of its confidential information and Receiving Party agrees that Disclosing Party, its employees, and agents shall have no
82 liability to Receiving Party resulting from any use of the information by Receiving Party.
83

84 **Miscellaneous:** This NDA: a) is the complete agreement of the parties concerning Confidential Information for the
85 Transaction and supersedes any and all prior agreements, understandings, or discussions with respect to Confidential
86 Information, b) shall not be construed to create any obligation on the part of any Receiving Party to retain the services of a
87 Disclosing Party, except as may be set forth by a separate written agreement if fully executed and delivered by the parties,
88 c) shall not be amended except in writing and signed by all relevant parties, and d) shall be governed by the laws of the
89 Transaction State without regard to the conflicts of law principles. Without prejudice to the rights and remedies
90 otherwise available to the parties, the parties agree that money damages alone would not be a sufficient remedy for any
91 breach of this NDA by any party or their respective Representatives and, accordingly, that any party shall be entitled to
92 seek equitable relief, including injunctive and specific performance, if any party or any of their respective Representatives
93 breaches, threatens to breach, or causes to breach any of the provisions of this NDA.
94

95 **Attorneys' Fees:** In the event of any disputes between the parties to enforce any rights and/or obligations in this NDA, the
96 non-prevailing party shall pay the prevailing party its reasonable attorneys' fees and/or other expenses of enforcement
97 proceedings. The prevailing party shall be the party receiving a net affirmative award and/or judgment.
98

99 **Arbitration:** In the event of any disputes between the parties related to this NDA, the parties shall use arbitration in
100 accordance with the commercial arbitration rules of the American Arbitration Association. Any judgment rendered by the
101 arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery may be
102 obtained during such arbitration proceedings to the same extent as authorized in a civil judicial proceeding in the
103 Transaction State. The arbitrator(s) shall not be limited to awarding compensatory damages and shall have the authority
104 to award punitive, exemplary, and/or similar types of damages.
105

106 **Arbitration Notice:** The parties agree to have any disputes related to this NDA decided by arbitration. The parties are
107 giving up any rights they may possess to have any disputes litigated in a court or to have a jury trial. The parties are
108 giving up their judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration"
109 provision. If any party refuses to submit to arbitration after agreeing to arbitrate, that party may be compelled to
110 arbitrate.
111

112 **References to Days:** Any references to, or calculation of, days in this NDA shall be considered business days and not
113 calendar days, unless specifically stated otherwise.
114

115 **Governing Law:** This NDA shall be governed by the laws of the Transaction State.
116

117 **Entire Agreement:** This NDA is the entire agreement between the parties regarding the confidentiality of the Transaction.
118

119 **Severability:** If a court of competent jurisdiction determines that any provision in this NDA is unenforceable, invalid,
120 and/or illegal, then only that provision shall be deemed eliminated and such modification shall not impact the validity or
121 binding effect of the rest of the provisions in this NDA.

122
123 **Counterparts:** This NDA may be executed in counterparts, each of which shall be deemed an original, but all of which
124 together shall constitute one and the same instrument.

125
126 **Electronic Signatures:** An electronically signed and delivered version of this document (whether via email, facsimile, or
127 other method), shall be considered an original document with original signatures. In such case, it shall have the same
128 binding effect as an original signature on an original document.

129
130 **Legal & Tax Advice:** If any party desires legal or tax advice, they should consult an appropriate professional.
131
132

Disclosing Parties

133	_____	_____
134		
135	Seller's Name	Seller's Name
136	_____	_____
137	Officer's Name, Title	Officer's Name, Title
138	X _____	X _____
139	Officer's Signature Date	Officer's Signature Date
140		
141	_____	_____
142	Broker's Name	Broker/Salesperson's Name
143	X _____	X _____
144	Broker's Signature Date	Broker/Salesperson's Signature Date
145		

Receiving Parties

147	_____	_____
148		
149	Buyer's Name	Buyer's Name
150	_____	_____
151	Officer's Name, Title	Officer's Name, Title
152	X _____	X _____
153	Officer's Signature Date	Officer's Signature Date
154		
155	_____	_____
156	Broker's Name	Broker/Salesperson's Name
157	X _____	X _____
158	Broker's Signature Date	Broker/Salesperson's Signature Date
159		