



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

For Property:

Listing ID: _____

Agreement between **KELLER WILLIAMS COMMERCIAL REAL ESTATE** (the "Agent") and **RECIPIENT, his/her relatives, affiliates, successors and or assignees (the "PROSPECT")**.

Whereas, Agent is disclosing to **Prospect** certain confidential information pertaining to business ventures and properties under the authority of the seller and right to sell property; and

Whereas, **Prospect** acknowledges that these matters and items are being received in confidence;

Therefore, **Prospect** agrees as follows:

Not to divulge, communicate or disclose, except as may be required by law or for the performance of any agreement entered into by the parties, or use to the detriment of the other, or for the benefit of any other person or persons or misuse in any way, any confidential information or trade secrets concerning the subject matter hereof, including personnel information, financing, or other information.

Notwithstanding any other provision hereof to the contrary, this Agreement shall not apply to any information or material to the extent that such information or material:

- (a) Was already known by **Prospect** at the time that it was disclosed;
- (b) Is then or thereafter becomes generally available to the public without any breach of **Prospect** confidentiality obligation hereunder;
- (c) Is independently developed by **Prospect**; or
- (d) Is made available to **Prospect** from another lawful source.

Further notwithstanding any other provision hereof to the contrary, Agent hereby acknowledges that, if **Prospect** consummates a transaction with respect to the subject property, **Prospect** anticipates consulting with professionals and advisors during its due diligence and will provide those professionals and advisors with copies of the confidential information provided by Agent subject to the provisions hereof.

Neither this Agreement nor performance by **Prospect** hereunder constitutes an offer by **Prospect** to purchase, or a solicitation by **Prospect** of an offer to sell any assets.

PROSPECT

Name: _____

Signature: _____

Title: _____

PROSPECT'S AGENT (IF APPLICABLE)

Name: _____

Signature: _____

Firm Name: _____