

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between:

Disclosing Party: [Your Brokerage or Seller's Name], with an address at [Address] ("Disclosing Party"),

and

Receiving Party: [Prospective Buyer's Name or Company], with an address at [Address] ("Receiving Party").

1. Purpose

The parties wish to engage in discussions regarding the potential purchase and sale of the real property located at **7922 Dublin Blvd, Dublin, CA 94568** ("Property"). In connection with these discussions, either party may disclose certain confidential and proprietary information to the other.

2. Definition of Confidential Information

"Confidential Information" means all non-public information, documents, financial statements, leases, tenant information, marketing materials, and other proprietary data provided in connection with the Property, whether disclosed orally, in writing, or electronically.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a) Keep all Confidential Information strictly confidential and not disclose it to any third party, except to employees, agents, or advisors who have a legitimate need to know for the purpose of evaluating the Property;
- b) Use the Confidential Information solely for evaluating the potential transaction; and
- c) Return or destroy all Confidential Information upon request.

4. Exclusions

Confidential Information does not include information that:

- a) Is or becomes public knowledge through no fault of the Receiving Party;
- b) Is received from a third party lawfully and without restriction; or
- c) Is independently developed without use of the Confidential Information.

5. No Obligation

This Agreement does not obligate either party to proceed with any transaction or enter into any further agreement.

6. Term

This Agreement will remain in effect for two (2) years from the date first written above.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Remedies

The parties acknowledge that monetary damages may not be sufficient for breach of this Agreement and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief, in the event of such breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY:

Name: _____

Title: _____

Signature: _____

Date: _____

RECEIVING PARTY:

Name: _____

Title: _____

Signature: _____

Date: _____