

NON-DISCLOSURE & INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) dated and effective as of this day of _____, _____, is by and between _____ (the “**Inquirer**”) and Stacy Dragos & Co. Century 21 Toma Partners (“**Realtor**”) and is in connection with entering into one or more potential business transactions involving Realtor and Inquirer, specifically here the _____ transaction (the “**Business Transaction**”). In consideration of the mutual covenants and promises herein contained, and as a condition to the Realtor making available to Inquirer the Evaluation Material, each party hereby agrees to comply with the terms and conditions of this Agreement. All capitalized terms are defined in this Agreement.

1. **General.** In order to consider entering the Business Transaction, both Inquirer and Realtor recognize that there is a need for Realtor to disclose certain information regarding the Business Transaction, including but not limited to the financial condition, operations, and prospects of certain real estate, personal, property and/or business that relates to the Business Transaction. All such information, delivered by or on behalf of Realtor and/or its Representatives to Inquirer and/or its Representatives in connection with the Business Transaction, regardless of the manner in which it is furnished, includes, but is not limited to, all relevant information to the Business Transaction needed for Inquirer and Realtor to determine whether to pursue and execute the Business Transaction, and which may be provided by Realtor after the Business Transaction is formally consummated or entered into, as the case may be (collectively, “**Evaluation Material**”). Evaluation Material specifically includes, but is not limited to: (i) the Evaluation Material itself, and all derivations, iterations, or alternative embodiments thereof; (ii) Realtor’s knowledge of and communications conveying the Evaluation Material, whether oral or in writing; and (iii) the fact that Evaluation Material has been made available or that the parties are discussing the Business Transaction. In addition, in order to assess and execute the Business Transaction, Realtor may provide Customized Forms (as defined below) to Inquirer which are also considered Evaluation Material and are the sole and exclusive Intellectual Property of Realtor, as such Intellectual Property is defined below.

2. **Confidentiality Restrictions: Limited Permitted Use.** Inquirer may use the Evaluation Material solely and strictly for purposes of evaluating, completing, executing, and continuing on the Business Transaction. Evaluation Material shall be kept strictly confidential by the Inquirer, and held in confidence with a commercially reasonable standard of care. Evaluation Material or any portion thereof may be disclosed only to affiliates, directors, officers, employees, advisors, attorneys, agents, controlling persons, financing sources or other representatives (each, a “**Representative**,” and collectively, the “**Representatives**”) of Inquirer who are made aware of the confidentiality obligations set forth herein and who have reason to know such Evaluation Material is solely and strictly for purposes of evaluating, completing, executing, and continuing on the Business Transaction and who agree in writing to treat such Evaluation Material in accordance with and be bound by the terms of this Agreement. Inquirer and its Representatives shall not, without the prior written consent of Realtor, disclose to any third person or business the Evaluation

Material or the Customized Forms. Inquirer shall be jointly and severally liable for any of its Representatives' noncompliance with the terms of this Agreement.

3. **Return/Destruction.** Nothing in this Agreement shall divest Realtor of any of its right, title or interest in or to any of its Evaluation Material and the Customized Forms. Within five business days after receiving a request by the Realtor for the return and/or destruction of Evaluation Material, Inquirer and its Representatives shall, at their option, return or destroy all Evaluation Material furnished to Inquirer and/or any of its Representatives by or on behalf of Realtor and certify such return and/or destruction in writing to Realtor.

4. **Intellectual Property.** "Intellectual Property" means all: (a) registered and unregistered copyrights, creative works, writings, forms, and other works of authorship, and all applications thereof, including but not limited to any material or form provided by Realtor to Inquirer concerning the Business Transaction; (b) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, and other source identifiers; (c) trade secrets, know-how, ideas, formulas, compositions, inventions, patents, or patent applications; and (d) copies and tangible embodiments of any of the foregoing, in whatever form or medium. For avoidance of doubt, Intellectual Property includes, without limitation, all business purchase agreements, commercial lease agreements, inspection notices, property disclosure statements, pre-closing forms, notice/disclosure forms, resale transaction forms, property management forms, and/or any other customized forms or agreements provided by Realtor to Inquirer and/or its Representatives ("Customized Forms"). Realtor shall own all rights, title, and interest in and to all Intellectual Property related to the Evaluation Materials and Customized Forms. Realtor grants a non-exclusive, limited, revocable license to Inquirer to use Realtor's Customized Forms for the period of time necessary to complete the Business Transaction or until another time to be determined by Realtor at its sole discretion.

5. **Choice of Law and Forum.** This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Arizona. Any dispute arising hereunder shall be heard in any court of competent jurisdiction located in Maricopa County, Arizona.

6. **Assignment.** Inquirer hereby acknowledges that it is prohibited from assigning, in whole or in part, its rights and/or obligations under this Agreement without the express written consent of Realtor. This Agreement shall be binding upon and shall inure to the benefit of each party's successors and permitted assigns.

7. **Term.** The terms of this Agreement shall be in effect indefinitely from the date hereof. The Confidentiality Restrictions and Intellectual Property terms of this Agreement shall remain in effect, regardless of whether the Agreement is terminated by either party.

8. **Severability.** In the event any provision of this Agreement is found by an authorized authority to be unenforceable, the remaining provisions of the Agreement shall survive and remain in full force and effect, and any unenforceable provision shall to the extent legally permitted be replaced by an enforceable provision coming closest to the parties' intent.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date first written above.

FOR REALTOR:

FOR INQUIRER:

By:

By:

Name:

Name:

Title:

Title:

Buyer Profile Sheet- Business Opportunity

Name(s) of Buyer(s): _____

Current Address: _____

City/Zip: _____

Main Phone: _____

Email: _____

General Information

How are you purchasing property?

Cash

Financing / What type? _____ Approved? _____ Downpayment: _____

Seller Carry / Down Payment Available: _____

Do you currently own an assisted living business? _____

What is your background / experience with assisted living? :

What role do you want to play in your new business venture (remote investor, some management oversight, active participant)? :

Is there anything you could share to help us get to know you better as an investor? :
