

## Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by

\_\_\_\_\_  
("Recipient"), regarding

**4220 Mark Dabling Boulevard, Colorado Springs, CO 80919** ("Property"). Recipient agrees as

follows: Confidential Information.

Core Commercial Brokerage Company, LLC, ("Procurer"), may provide Recipient with, or allow Recipient access to, certain information not generally known to the public. All such information shall be known as "Confidential Information."

2. No Disclosure.

Except as expressly permitted by Paragraph 3 below, Recipient shall not at any time disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any other person or entity, whether corporate, governmental, or individual, without the express prior written consent of an authorized representative of the Procurer. Recipient shall return any written Confidential Information, and all copies made of such items, to the Procurer upon the Procurer's written request, but in any event not later than the date that Recipient has performed all services to be performed for the Procurer pursuant to any existing contract. Recipient hereby agrees that such Confidential Information and any documents provided may be used by Recipient only as authorized by the Procurer. Recipient shall take reasonable measure to avoid any disclosure of any such Confidential Information to any unauthorized person by Recipient's employees, agents or attorneys.

3. Permitted Disclosure.

(a) Court Order. Recipient shall immediately notify the Procurer of any court order or subpoena requiring disclosure of Confidential Information, and shall cooperate with legal counsel for the Procurer in the appeal or challenge of any such order or subpoena. Recipient may disclose Confidential Information required to be disclosed pursuant to the court order or subpoena, but only with the written authorization of the Procurer or after the Procurer has exhausted any lawful and timely appeal or challenge that the Procurer elects to file or make in connection with such court order to subpoena.

(b) Provisions of Service to the Procurer. If Recipient is required to perform services for the Procurer pursuant to written contract with the Procurer, then Recipient may reveal to a third party only the Confidential Information that is reasonably necessary for Recipient to reveal in connection with the performance of Recipient's obligations to the Procurer, and only so long as Recipient has first obtained from the third party a written agreement to abide by the terms of this Agreement in the same manner, and to the same extent, the Recipient is bound hereunder.

4. Recipient as Partnership or Corporation.

In the event that Recipient is a partnership or corporation, the provision of this Agreement relating to access to, and disclosure of, Confidential Information shall apply to all partners, officers, directors, employees and agents of Recipient, as applicable, and Recipient shall be responsible for ensuring the compliance of all such parties with the terms thereof.

5. Applicable Law: Jurisdiction.

This Agreement shall be governed by federal law, and to the extent that state law would apply under applicable federal law, the laws of the State of Colorado.

6. Attorney's Fees.

If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorneys' fees and other costs incurred in such action or proceedings, in addition to any relief to which it may be entitled.

7. Entire Agreement.

This Agreement is the entire agreement between the parties, the terms of which shall survive the termination of any contract between Recipient and the Procurer, and no other agreement, whether oral, by action, or in writing, shall be a part of this Agreement.

\_\_\_\_\_  
Recipient: Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker Name

\_\_\_\_\_  
Broker Signature