

BUYER CONFIDENTIALITY AGREEMENT

This agreement ("Agreement") is made between and agreed to by NAI FMA Realty ("Seller's Broker"), _____ ("Buyer's Broker") and _____ ("Buyer") and relates to the potential sale of 2900 S 70th Street, Lincoln, NE ("Property"). In as much as information, materials, and **proposals** will be supplied to Buyer and Buyer's Broker so that it may evaluate its decision to negotiate on the purchase of Property, this agreement shall govern the use, rights to, and dissemination of that information.

1. Buyer and Buyer's Broker agrees to keep confidential all of the information, materials, and **proposals**, whether written or oral, received from Broker and shall not permit the information and materials to be disclosed to any third party except to those parties who need access to the information for the exclusive purpose of evaluating a potential transaction for the buyer.
2. Buyer and Buyer's Broker agrees that no portion of the information, materials, or **proposals** submitted by or on behalf of Broker shall be used in any way to the detriment of Broker, Seller, nor shall it be used by Buyer or Buyer's Broker other than in connection with evaluation of the Property.
3. Buyer and Buyer's Broker expressly agree that no confidential information, documents, data, financial materials, or other information related to the Property shall be uploaded, submitted, transmitted, or otherwise provided to any artificial intelligence, machine learning, data-mining, or automated analysis software or platform, whether public or private, including systems that store, retain, or use such information for training or future processing purposes, without the prior written consent of Seller and Broker.
4. Buyer and Buyer's Broker agrees that Seller shall have the unrestricted right, in its sole discretion, at any time, (i) to reject for any or no reason any and all offers submitted by Buyer or Buyer's Broker, and (ii) to refuse for any or no reason to enter into a proposed sale with Buyer.
5. Buyer and Buyer's Broker understands that Seller is not exclusively negotiating with Buyer and Buyer's Broker and that Seller remains free to negotiate with other purchasers for the sale of the Property.
6. Buyer and Buyer's Broker recognizes that irreparable injury may result to Seller, Broker and Property if it breaches any provision of the Agreement, and agrees that if it should engage, or cause any other person or entity to engage, in any act in violation of any such provision hereof, Seller, Broker and Property shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to equitable relief, including any injunction prohibiting it from engaging in any such act.
7. Buyer and Buyer's Broker understands that the information Broker makes available is based on sources deemed reliable but there is no representation or warranty, either expressed or implied as to the accuracy or completeness of that information.
8. This Agreement shall be construed in accordance with, and the performance thereof governed by the laws of the State of Nebraska and Buyer submits to the jurisdiction of the courts of the State of Nebraska to resolve any disputes under this Agreement.
9. Buyer and Buyer's Broker acknowledges that NAI FMA Realty is acting as the Broker/Agent for the Seller.

Agreed and Acknowledged this _____ day of _____, 20_____.

BUYER'S BROKER:

Name/Company: _____
Address: _____
Telephone: _____
Email: _____
Signature: _____
Date: _____

BUYER:

Name/Company: _____
Address: _____
Telephone: _____
Email: _____
Signature: _____
Date: _____