



WIN COMMERCIAL GROUP
of Keller Williams Realty Centre

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made as of _____, 2021 _____, by _____ (“**Prospective Buyer**”) and Helen Dellheim of *Win Commercial LLC*, licensed Maryland salesperson of Keller Williams Realty Centre, whose offices are 6250 Old Dobbin Lane Suite 140, Columbia Maryland 21045 (“**Broker**”) with respect to the following:

A. The Prospective Buyer is seeking to (“**purchase**”) the real estate/business/investment property(ies) located at _____
1306 Linden Avenue _____, and is represented by _____,
_____ (email), _____ (office), _____
(direct), at _____
_____.

B. In connection with securing the potential purchase, the Parties have agreed to prepare and furnish to each other, subject to the terms and conditions set forth below, certain information concerning their respective organizations, businesses, assets and properties and liabilities (“**Evaluation Material**”).

NOW THEREFORE, the Parties agree as follows:

1. Definition of Evaluation Material.

As used herein, the term “**Evaluation Material**” means any and all information (of whatever type or nature whatsoever and in whatever form or medium, including, without limitation, documentary, computerized or oral form) furnished or disclosed to a Party (“**Recipient**”), (whether before or after the date hereof) by a Party (“**Provider**”) or its directors, officers, employees, affiliates and representatives (including, without limitation, financial advisors, attorneys, accountants and agents) (collectively, “**Representatives**”), of Provider, and all analyses, compilations, forecasts, studies, summaries, notes, data and other documents and material (in whatever form or medium maintained) prepared by Recipient or its Representatives which contain or reflect, or are generated or derived from, any information provided by Provider or its Representatives. The term “**Evaluation Material**” shall not include information that (1) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives; (2) was available to Recipient prior to its disclosure to Provider or one of its Representatives; or (3) becomes available to Recipient from a source other than Provider or one of its Representatives, provided that such source is not, to Recipient's knowledge bound by a confidentiality agreement with respect to such **Evaluation Material**.

2. No Representation or Warranty as to Accuracy.

The Recipient acknowledges that neither Provider nor its Representatives make any representation or warranty as to the accuracy or completeness of the **Evaluation Material**, any such representations or warranties being contained only in a definitive agreement, if any, which may be entered into and between by the Parties.

3. Use of Evaluation Material.

Neither Party will use the **Evaluation Material** for any purpose except to evaluate the Transaction. In addition, neither Party will disclose any portion of the **Evaluation Material** to any person without the other's prior written consent; provided,

however, that a Party is hereby authorized to disclose any Evaluation Material to its Representatives for the purpose of evaluating the Transaction. Any such authorized person shall be informed by the Party making such disclosure of the confidential nature of the Evaluation Material and the Party making such disclosure shall be satisfied that its Representatives will act in accordance with the confidentiality provisions of this Agreement. Each Party will be responsible for any breach of this Agreement by any of its Representatives.

4. Disclosure of Evaluation Material.

In the event that a Party is requested in any legal or administrative proceeding to disclose any Evaluation Material, it will give the other Party prompt notice of such request so that the notified Party may, at its expense, seek an appropriate protective order. If in the absence of a protective order a Party is compelled to disclose Evaluation Material, it may disclose such information without liability. Upon Provider's request and at Provider's expense, the Recipient shall use its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

5. No Public Disclosure of Agreement.

Neither Party shall make any public disclosure concerning the subject matter of this Agreement, including that they may have, are having, or have had, discussions, or that this Agreement exists, without prior written consent of the other Party, except as otherwise required (or in the good faith belief of a Party is required) by any law, regulation, rule, court or other governmental body.

6. Return or Destruction of Evaluation Material.

Upon request by Provider, Recipient will promptly redeliver to Provider or destroy all copies of the Evaluation Material.

7. No Solicitation of Employees.

Both Parties agree that, for a period of two (2) year(s) from the date of this Agreement, neither Party will, directly or indirectly, solicit for employment or hire any employee of the other Party or any of its subsidiaries with whom such Party has had contact or who became known to such Party in connection with the evaluation of the Transaction; provided, however, that the foregoing provision will not prevent either Party from employing any person who contacts such Party on his or her own initiative without any direct or indirect solicitation by or encouragement from such Party.

8. Remedies.

The Parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to all such remedies, a Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the Parties further agree to waive and use their best efforts to cause their respective Representatives to waive any requirements for the securing or posting of any bond in connection with such remedy.

9. No Agreement to Consummate Transaction.

The Parties hereto hereby agree that no obligation or contractual commitment of any kind, other than as set out in this Agreement, shall be deemed to exist between the Parties, and that neither Party shall be under any legal obligation of any kind whatsoever to enter into any transaction or agreement by virtue of this Agreement. The provisions of this Agreement regarding

the confidentiality of and restrictive use and disclosure of the Evaluation Material shall automatically terminate two (2) years from the date of this Agreement.

10. Miscellaneous.

10.1 All notices and other communications given or made pursuant hereto shall be in writing and shall be sent to the Parties at the addresses set forth above (or at such other address for a Party as shall be specified by like notice).

10.2 If any term or other provision of this Agreement is invalid or illegal, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid or illegal, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

10.3 In the event any suit is brought by any Party to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of its reasonable attorneys fees and costs, as determined by the judge of the Court.

10.4 This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10.5 This Agreement may not be amended or modified except by an instrument in writing signed by all Parties.

10.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to that State's choice of law rules.

10.7 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

10.8 The Section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Agreement. There will be no presumption against any Party (or its counsel) on the ground that such Party (or its counsel) was responsible for preparing this Agreement or any part of it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

Prospective Buyers:

Win Commercial Group of Keller Williams Realty Centre

By: _____
Name: _____
Title: _____

By: _____
Helen Dellheim, Director