

Confidentiality and Non-Circumvention Agreement



Property Address: 1201-1281 West Maxwell Street Pensacola, Florida 32501 ("Property")

Prospective Purchaser Name(s): _____

Cooperating Broker: _____

The above-named Prospective Purchaser(s) and Cooperating Broker, if any (individually and collectively, "Recipient") have requested from Coldwell Banker Commercial Realty ("Coldwell Banker") and the owner ("Owner") of the Property information regarding the Property which the Owner deems valuable and confidential (such information may include, but not be limited to, data, business plans, processes, ideas, trade secrets, operating income and expense information, etc.) ("Confidential Information").

The Owner, who shall be considered a third-party beneficiary hereunder with the right to enforce the provisions herein, is willing to communicate to Recipient such Confidential Information for Recipient's purpose of evaluating a potential purchase or lease of the Property, subject to the terms and conditions set forth below.

- Evidence of Financial Qualification.** Prior to Recipient receiving any Confidential Information, Recipient shall provide the Owner with acceptable evidence (in the Owner's sole discretion) that demonstrates the Prospective Purchaser(s) financial ability to purchase or lease the Property. Such evidence shall also be considered "Confidential Information" in accordance with this Agreement.
- Authorized Use.** Recipient shall use the Confidential Information solely for the purpose of evaluating a possible purchase or lease of the Property and not for any other purpose. Except as may be authorized in writing by the by Owner, the Recipient shall treat the Confidential Information disclosed to Recipient as confidential and protect it against unauthorized disclosure with the same degree of care as that with which Recipient protects its own confidential information, except that Recipient may disclose such Confidential Information without the authorization of Owner to the employees, officers, directors, managers, partners (whether general or limited), consultants, portfolio company executives, financing sources, attorneys, accountants and other agents of Recipient (collectively, the "Authorized Persons") whose access to the Confidential Information is made available for the stated purpose herein; provided, however, Recipient shall first cause all such Authorized Persons to whom the Confidential Information is disclosed to agree to comply in all respects with this Agreement. Recipient agrees that it will not use the Confidential Information in any manner which is to the detriment or disadvantage of the Owner or Coldwell Banker.
- Non-circumvention.** For a period of two (2) years, Recipient agrees to not to communicate, directly or indirectly, with anyone regarding the purchase or lease of this Property other than Owner's representative, Owner's brokers/agents/representatives/counsel, and Recipient's own professionals (and at all times subject to paragraph 2).
- Destruction or Return of Confidential Information; Required Disclosure.** Upon written request by Owner at any time, Recipient shall promptly return to Owner or destroy, at Recipient's option, all images and copies of such Confidential Information, except for (i) electronic copies created pursuant to standard back-up or archived procedures, and (ii) one copy of such Confidential Information to the extent required by applicable law or regulation; provided, however, that such copies of Confidential Information retained hereunder above will remain subject to the terms of this Agreement.
- Remedies.** Each party acknowledges and agrees that money damages might not be an adequate remedy for any breach or threatened breach of this Agreement by such party or its Authorized Persons. Therefore, in addition to all other remedies available at law (which neither party waives by the exercise of any rights hereunder), the non-breaching party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.
- Entire Agreement; Counterparts.** This Agreement contains the entire understanding of the parties relating to the subject matter herein. Any representation, promise, or condition not contained herein shall not be binding on any party. Any amendments and modifications to this Agreement must be in writing and signed by the party or their authorized representative. This Agreement may be executed and delivered electronically, by facsimile or and in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- Hold Harmless.** Recipient acknowledges that Coldwell Banker and its representatives are not warranting the accuracy of any of the Confidential Information and Recipient shall rely solely on its own professionals (attorneys, accountants, etc.) in connection therewith. Recipient hereby agrees to hold harmless Coldwell Banker and its representatives from any claims for damages of any kind relating to or arising from any errors or omissions contained within the Confidential Information.

Prospective Purchaser/Tenant Date

Cooperating Broker Date

Prospective Purchaser/Tenant Date