



NON-DISCLOSURE AGREEMENT – Northwest Crossing Shopping Center

This Non-Disclosure Agreement ("Agreement") is entered in to between **SPERRY – Commercial Realty Associates** ("Disclosing Party") and ("Recipient") _____ and or their assigns. Disclosing Party is prepared to (furnish Confidential Information to Recipient in connection with discussions and negotiations concerning the lease or sale of property ONLY on the condition that Recipient agrees to treat the disclosed information confidential as provided herein.

Property Location: Northwest Crossing, 621 Amherst Street, Nashua, NH

1. Confidential Information: Confidential Information shall mean any information that is not publicly available and relates to Disclosing Party's: (1) business policies and practices; (2) proprietary business information, including without limitation, financial condition, organization and/or employee data and costs; (3) information received from others that Disclosing Party is obligated to treat as confidential or proprietary; and (4) any other information that the Disclosing Party deems to be confidential or proprietary. Confidential Information in any tangible medium may be marked "CONFIDENTIAL." Confidential Information shall also include other non-public information that reasonable ought to be deemed confidential given the circumstances of disclosure.

2. Restrictions: Recipient shall not use, disclose, or reveal Disclosing Party as the source or owner of the Confidential Information to third parties except to employees of Recipient and Recipient's law firms, accounting firms, and financing sources or consultants who have a need to know such information to fulfill Recipient's obligations to Disclosing Party ("Permitted Parties"). Permitted Parties shall be informed by Recipient of this Agreement and of the confidential nature of the information. Recipient shall take reasonable security precautions to prevent disclosure of Confidential Information. Recipient or it's nominee agree, that if they do not declare on this disclosure that they are currently represented by an agent or agency, that broker is the procuring cause in this offering. Recipient or its nominee agree to use as broker in the event an offer is made pending that a separate brokerage agreement can be negotiated between the Recipient and the Disclosing Party. In the event an agreement cannot be negotiated, the Recipient or its nominee understands that a brokerage fee may not be paid to Recipient or its nominee's agent of choice.

3. Miscellaneous: Recipient shall return all Confidential Information provided by Disclosing Party upon request. Recipient's obligations under this Agreement shall continue for a period of one year from the date hereof. Breach of this Non-Disclosure Agreement will entitle the Disclosing Party to seek all remedies available by law or in equity to which it may be entitled, including damages and injunctive relief. This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

Information provided is subject to errors and omissions.

Agreed to and accepted this _____ day of _____, 2025

Prospective Buyer: _____

By: _____

Prospective Buyer's Agent (if applicable) _____

By: _____

Dated: _____