

## **Confidentiality and Buyer Registration Agreement**

Marcus & Millichap Real Estate Investment Services (“Broker”) has been retained as the exclusive advisor and broker for the owner of the property known as 940 Madison Avenue, Baltimore, MD 21201.

To receive the Offering Material the Accepting Party must read, sign and return this completed Confidentiality Agreement to Broker or, if applicable, click “I Agree”.

1. **No Representations by Seller or Broker.** The Offering Material(s), documents, and files (“Information”) is provided as a summary of the opportunity but neither Seller or Broker represent or warranty that information provided is complete or accurate. By executing this agreement, you understand and agree you shall make your own studies of the Property.
2. **Indemnification.** By accepting the Offering Material, you agree to indemnify, defend, protect and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Accepting Party, Buyer, their employees, officers, directors or agents.
3. **Commissions.** Any and all claims with respect to a co-operating fee or agent fee for Buyer representation are contingent on written agreement with Robert Filley at Marcus & Millichap prior to execution of this Agreement. You further represent that as an agent of your brokerage firm, you have authority to bind you and your firm to this Agreement.
4. **No Obligation.** The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the Offering Material or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller’s obligation thereunder have been satisfied or waived.
5. **Confidentiality.** The Offering Material and the contents, except such information, which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Offering Material, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Offering Material or any of the contents to any other entity (except to outside advisors retained by you, if necessary, for your determination of whether or not to make an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Broker, and that you will not use the Offering Material or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.
6. **Non-disturbance of Property, Tenants or Employees.** Any contact with tenant(s) or Employee(s) of the property is agreed by the parties to be strictly forbidden without expressed written permission by Agent or Seller directly. On-site inspections of the Property must be approved in advance by Broker and shall visual inspections, not to involve any invasive actions of any kind. Any approved contact with tenant(s) shall be with introduction of Agent or seller and shall be within the confines of pre-approved communications.

7. **Expiration.** This Agreement shall be in full force and effect for the period of twelve months from the date of execution below.

By clicking "I Agree" or signing this Confidentiality Agreement you hereby confirm you have the authority to execute, acknowledge and agree to the terms set forth in this Confidentiality Agreement and authorize Marcus & Millichap to contact you to follow up on the Property.

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Date**