

**CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT**

THIS AGREEMENT made and entered into as of the ___ day of _____, 202_ by and between _____ (“Seller”) and _____ (the “Prospect/Purchaser(s)”).

WITNESSETH:

WHEREAS Seller and Purchaser are discussing a possible sale of certain real property and business in Madison County, Indiana commonly known as the Fall Creek Academy Inc., owner of 70 Village Dr, Pendleton, Indiana and business operated herein (hereafter, simply, the “Property”);

WHEREAS Seller anticipates having to provide access to the Property and business to Prospect/Purchaser and its agents and representatives, and having to provide certain information to Prospect/Purchaser in furtherance of the potential lease and/or sale of the Property; and

WHEREAS Seller requires execution of this Confidentiality and Non-Disclosure Agreement (the “Agreement”) before providing access to the Property or any information to Prospect/Purchaser.

NOW, THEREFORE, in consideration of these documents, by signature the receipt and sufficiency of which is hereby acknowledged, Prospect/Purchaser agrees as follows:

1. Confidential Information: As used in this Agreement, “confidential information” shall mean all information provided by Seller, whether written or verbal, to Purchaser concerning a potential lease and/or sale of the Property to Purchaser. Confidential Information shall include, without limitation, the existence and nature of the transaction (or potential transaction) or any term thereof, and any information regarding the physical and/or financial condition of the Fall Creek Academy Inc.. Confidential Information shall not include information (i) was of public knowledge or in public literature at the time of disclosure by a party hereto or (ii) becomes generally available to the public other than as a result of a disclosure by Prospect/Purchaser or by Prospect’s/Purchaser’s officers, directors, employees, agents, broker or representatives in breach of this Agreement.

2. Non-Disclosure and Non-Circumvention: The communications between Prospect/Purchaser and Seller shall be treated as confidential. Prospect/Purchaser and its officers, directors and agents agree (i) not to disclose Confidential Information to any person or entity without first obtaining written permission from Seller which may be withheld for any reason; and/or (ii) not to use the Confidential Information provided by Seller for any purpose whatsoever except in connection with the lease or purchase of the Property. Prospect/Purchaser agrees that any and all communications and negotiations with Seller will be conducted solely through Seller. Prospect/Purchaser shall conduct any physical inspection(s) of the Property, whether conducted by Prospect/Purchaser or by a third party employed by Prospect/Purchaser, in a confidential manner with all reasonable steps taken to ensure that all agents, employees and other representatives of Seller, other than the officers of Seller directly involved in the negotiations, do not learn the nature and purpose of any such inspection. Prospect/Purchaser shall coordinate with Seller any physical inspection of the Property. Prospect/Purchaser shall be not be entitled to inspect the Property without the presence of Seller. Upon request by Seller, Prospect/Purchaser shall cause any of its agents, partners, employees, or vendors to sign a confidentiality agreement in such form as the parties may agree acting in good faith.

3. Irreparable Harm and Remedies: Prospect/Purchaser acknowledges and agrees that any breach of this Agreement may cause Seller irreparable injury for which there is no adequate remedy at law and, therefore, expressly agrees that Seller shall be entitled, in addition to any remedies legally available to injunctive and/or other equitable relief to require specific performance or to prevent a breach of the provisions of this Agreement. In addition, in the event of a breach of this Agreement, Seller shall be entitled to all costs and expenses incurred in pursuing its rights under this Agreement, including reasonable attorneys' fees and other litigation expenses.

4. Miscellaneous: This Agreement shall be governed by and construed with the laws of the state of Indiana. Venue of any action hereon shall be laid in the Courts in and for the County of Madison, IN. In the event any portion of this Agreement may be held to be invalid or unenforceable for any reason, it is hereby agreed that said invalidity or unenforceability shall not affect the other portions of this Agreement and that the remaining portions of this Agreement shall remain in full force and effect any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROSPECT/PURCHASER:

SELLER:

BY _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: Kimberly Bell

ITS: _____

ITS: OWNER