

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ (BUYER), in favor of \_\_\_\_\_ (SELLER).

WHEREAS, representatives of the parties may meet from time to time for discussions, during which Seller may disclose or reveal to Buyer, either orally or in writing, or by inspection, confidential information as to the Property.

WHEREAS, Seller is willing, in their sole discretion, to disclose certain confidential information to BUYER solely on the condition that BUYER promises not to disclose or otherwise use the confidential information as provided herein.

WHEREAS, BUYER acknowledges and agrees that Seller will disclose certain confidential information to BUYER in reliance on the promise of BUYER not to disclose or otherwise use the confidential information as further provided herein.

NOW THEREFORE, in consideration of the promises, which shall be deemed an integral part of this Agreement and not merely as recitals hereto, and in consideration of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, BUYER agrees as follows:

1. Confidentiality. For purposes of this Agreement, “Confidential Information” shall mean all appraisals, analysis, reports, financial information, lease terms or other information concerning or relating to the Property and any other matter the disclosure of which would be expected to adversely affect Seller whether obtained by or furnished, disclosed, or disseminated to BUYER, and all physical embodiments of the foregoing, all of which are hereby agreed to be the property of and confidential to Seller. Neither BUYER nor any of its agents, representatives and employees will use and such Confidential Information or anything relating thereto (other than for the purpose of evaluating the matters or transactions contemplated by the discussions) or disclose it or make it known to any tenant of BUYER or any potential purchaser of the Property, or to any other person, firm, or corporation unless employed by or controlled by BUYER or any of its affiliates. BUYER agrees that Seller, her successors and assigns, shall be entitled to specific performance of this Agreement and to enjoin BUYER from engaging in any activity in violation of this Agreement, in addition to any other rights Seller may have under this Agreement, at law or in equity. BUYER will take all reasonable steps necessary to preserve the confidentiality of the Confidential Information during the time such Confidential Information is in its possession or under its control or in the possession of or in control of its agents. Notwithstanding the foregoing, in no event shall the Seller be obligated to provide such Confidential Information to BUYER and reserves the right to withhold any such information in the Seller’s sole discretion.
2. Announcement. Unless Seller shall consent in their sole discretion, in advance and in writing, BUYER shall not:
  - a. Make any statement, release, or announcement, publicly or privately, of its discussions with the Seller or its evaluation of the Property.
  - b. Contact any tenant, with respect to its discussions with Seller.

3. Return of Confidential Information. Upon written request of the Seller, any and all documents or other written information obtained by BUYER, its agents or employees, all copies thereof, all writings and materials describing, analyzing or containing any Confidential Information and all copies thereof, which relate in any manner to or which BUYER obtained directly or indirectly from Seller shall be promptly delivered by BUYER to Seller at the expense of BUYER. To further ensure such confidentiality, BUYER agrees to return any written information received from Seller and all physical media on which the information was received from Seller, with a letter confirming the Confidential Information has in no way been reproduced or copied, or include the originals and all copies of subsequent reproductions.
4. Electronic and Magnetic Media. Whenever BUYER is required under this Agreement to return the Confidential Information to Seller, BUYER and all of its agents, representatives, employees, officers and directors shall also delete and destroy all electronic and magnetic media records they may have concerning or referring to any if the Confidential Information, including but not limited to any computer files, documents or spreadsheets and any other electronic mail, whether supplied by Seller or generated by any other person or entity.
5. Limitation on Liability. BUYER acknowledges and agrees that Seller expressly disclaims any and all liability for express or implied representations or warranties contained in, or for omissions from, the Confidential Information or any other written or oral communications transmitted or made available to BUYER. BUYER agrees that neither Seller nor any of their affiliates, officers, managers, members, employees, agents or representatives (including Realtors, Brokers, and Brokerages) shall have any liability to BUYER in connection with its use of the Confidential Information.
6. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations made by and between such parties. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, then this Agreement shall automatically be deemed to be amended so as to be valid and enforceable to the fullest extent permitted by law.
7. Controlling Law. Without limiting the jurisdiction or venue of any other federal or state courts, BUYER irrevocably and unconditionally(a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Pennsylvania or the United States District Court for the Middle District, (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts. This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with and governed by the laws of the State, other than its laws respecting the choice of law.
8. Costs and Attorney's Fees. In the event that Sellers resorts to litigation to enforce the requirements of the confidentiality set forth herein, the costs and expenses thereof, including reasonable attorney's fees, whether incurred at trial or on appeal, shall be paid by the non-prevailing party to the prevailing party.

9. Modifications and Amendment. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. The provisions of this Agreement may not be amended or changed orally, but only by a writing signed by both parties making specific reference to this Agreement. All terms and provisions hereof shall survive the termination of discussions or negotiations between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of the undersigned as the day and year first above written.

Buyer:

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Seller:

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