

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by PLAZA WALK PARTNERS ("Owner"), \_\_\_\_\_ ("Broker") and \_\_\_\_\_ ("Purchaser") regarding the prospective sale of commercial building and real estate located at 2500 Tamiami Trail N Naples, FL 34103 (known as the "Building").

PURCHASER and Broker Have REQUESTED information from Owner for the purpose of evaluating a possible acquisition of the Building, much of which is highly confidential, which shall be reviewed solely by those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser and Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity.
2. If Purchaser and Broker is a corporation, partnership, limited company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Owner, now and in the future, which is not readily available to the general public. Purchaser and Broker understand that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner. All information shall be used for the sole purpose of evaluating the potential acquisition of the Building and it shall not at any time, or in any manner, be used for any other purpose.
4. Purchaser and/or Broker shall not contact directly any persons concerning the Building, other than Owner, without Owner's written permission. Such persons include, without limitation, all Tenants.
5. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Building. Purchaser acknowledges that it is not working with any other broker in connection with the property, except Broker:\_\_\_\_\_

6. Owner makes no representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser and Broker assumes full and complete responsibility for reconfirmation and verification of all information received and expressly waives all rights of recourse against Owner with respect to the same.
7. The Persons signing on behalf of Purchaser, Broker and Owner represent that they have the authority to bind the party for whom they sign. This Agreement shall be governed and constructed in accordance with the laws of the State of Florida.

**PURCHASER:**

Name/Company: \_\_\_\_\_

BY Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

**BROKER:**

Company/Brokerage Firm: \_\_\_\_\_

Agent: \_\_\_\_\_ License # \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Brokers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER:** signed by \_\_\_\_\_, as Owner's agent

BY: \_\_\_\_\_ Date: \_\_\_\_\_