

**CONFIDENTIALITY, NON-DISCLOSURE AND  
NON-CIRCUMVENTION AGREEMENT**

In consideration of disclosures of confidential and/or proprietary information to be provided by Tradition Realty Advisors, LLC ("Advisor"), to the recipient identified on page two of this Agreement ("Recipient"), in connection with Recipient's consideration of purchasing the property referenced below (the "Business Purpose"), and other good and valuable consideration, the parties hereby agree to all of the following terms and conditions:

**1. Definitions.**

1.1. "Agreement" means this Confidentiality, Non-Disclosure and Non-Circumvention Agreement by and between Advisor and Recipient with respect to the Recipient's evaluation of the following property ("Property"):

| Tenant / Investment Type: | Location |
|---------------------------|----------|
|                           |          |
|                           |          |
|                           |          |
|                           |          |

(Please copy this page if necessary)

Recipient acknowledges that additional property information, will be provided after the execution of this Agreement.

1.2. "Confidential Information" means all technical, marketing, financial and other business information and material that is confidential and/or proprietary, whether or not marked as "confidential" or "proprietary", that is disclosed to or obtained by the Recipient, whether in oral, written, electronic or other form, and all reports, notes analyses, compilations, studies or other documents whether prepared by Recipient, which contain or otherwise reflect or are prepared based on any such information. Confidential Information includes, but is not limited to, all information and materials related to the Business Purpose. Confidential Information does not include any information which: (a) the Recipient can demonstrate was in the lawful and unrestricted possession of the Recipient prior to its disclosure by the Advisor; (b) is or becomes generally available to the public by acts other than those of the Recipient after receiving it; (c) is or has been received lawfully and in good faith by the Recipient from a third party who is not known by the Recipient, after inquiry, to be bound by any obligations of confidentiality relating to such information; or (d) has been independently developed by Recipient or any other third party without any use of, reliance on, or reference to any Confidential Information, and the Recipient can present proof thereof.

2. **Obligations.** Recipient shall hold in complete confidence and shall not, and shall not permit any third party to, disclose, produce, publish, permit access to, or reveal any Confidential Information without the express prior written consent of the Advisor; provided, however, that such Confidential Information may be disclosed to Recipient's directors, officers, employees, agents, advisors or other representatives (collectively "Representatives") who need to know such information solely in connection with the Business Purpose; provided that all such Representatives shall be informed by Recipient of the confidential nature of such Confidential Information and shall agree to be bound by the terms of this Agreement. Recipient shall not, and shall not permit any third party to, copy, photograph, photocopy, alter, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce any materials containing or constituting Confidential Information without the express prior written consent of the Advisor and will return or destroy, at Advisor's option, all Confidential Information, together with any copies thereof in Recipient's and/or its Representatives' possession, promptly upon conclusion of the Business Purpose, or upon the request of the Advisor. Recipient shall use Confidential Information only in connection with the Business Purpose.

3. **Non-Circumvention.** Recipient acknowledges that Advisor is providing Recipient the information described herein in anticipation of receiving a placement and/or referral fee resulting from the sale of the Property and that Advisor will look to the owner of the Property for payment of such fee. Accordingly, Recipient agrees not to circumvent Advisor by directly or indirectly, alone or in combination with others through a joint venture, partnership, limited liability company, tenancy-in-common or other business association, purchasing the Property directly from the owner. Until such time that Recipient is under contract to purchase the Property, Recipient agrees that it shall not directly or indirectly communicate or attempt to communicate with the owner of the Property or any employee or agent of the owner of the Property at any time without the participation of Advisor. Recipient acknowledges that if Recipient circumvents Advisor notwithstanding its agreement herein not to do so that Advisor would be damaged to the extent of the fee which otherwise would have been payable to Advisor. Advisor and Recipient acknowledge the difficulty of calculating the actual economic damages that Advisor would suffer under such circumstances and agree that an amount equal to two percent (2.0%) of the gross purchase price paid by Recipient or any entity in which Recipient has a direct or indirect ownership interest is a fair and

reasonable estimate of the damages that would be suffered by Recipient, given the circumstances that exist at the time that this Agreement is entered into.

4. **Brokers.** Recipient hereby warrants and represents that it has not previously engaged, nor is presently working with, a real estate broker or other advisor regarding the Recipient's evaluation of the Property. Recipient agrees to indemnify and hold harmless Advisor and the Seller for any claims from other brokers who claim to be representing Recipient in this transaction. In the absence of a written agreement to the contrary, Recipient acknowledges that Advisor has no obligation to share any fee earned on this assignment with any other real estate broker or advisor.

5. **Reservation of Rights.** Nothing in this Agreement shall be construed to obligate Advisor to disclose any Confidential Information to Recipient, or to preclude Advisor from disclosing any Confidential Information to any third party. Advisor makes no representations or warranties of any kind with respect to the confidential information or otherwise under this agreement, and hereby disclaims all implied warranties. Advisor shall be under no obligation to keep as confidential any information or materials that Recipient voluntarily discloses in connection with the Business Purpose.

6. **General.** This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may only be amended or modified by a writing signed in advance by the parties. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, to any of the Confidential Information. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the legality, validity and enforceability of the remaining provisions will not be affected or impaired. This Agreement is binding upon the successors, assigns and legal representatives of the parties. If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys' fees and other expenses incurred by the prevailing party. This Agreement and all of the terms, conditions and provisions hereof will terminate in their entirety one (1) year from the initial date of Disclosure of any Confidential Information hereunder. The signatory hereto warrants and represents that s/he has the authority to enter into this Agreement on behalf of the party listed above the signatory's name.

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RECIPIENT:**

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Website: \_\_\_\_\_

Tel.: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

*Please return a fully completed copy of this Agreement to::*

Tradition Realty Advisors, LLC

Via facsimile to: (602) 513-7367 or email to: [info@traditionadvisors.com](mailto:info@traditionadvisors.com)