

Investment Realty Resources, Inc.
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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019 by Investment Realty Resources, Inc. (Selling Broker) and _____ (Purchaser) or (Buyers Broker)

either or both considered to be the "Recipient":

WITNESSETH:

WHEREAS, in connection with a real property transaction for a certain commercial property located at 534-548 Wilmington Ave. Dayton OH 45420 the parties are willing to disclose to each other certain confidential and valuable information.

NOW, THEREFORE, in consideration of the disclosures made hereunder. and of the mutual promises made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into the following Agreement:

i. All documents, summaries, leases, lease amendments, rent roll, accounts, records, books, financial information (including profits/losses, expenses, costs, revenues and projections), trade secrets (comprised of information contained in contractor database, customer database, real estate broker and agent database, guidelines, software and manuals relative to operation of a party's business), research developments, business activities and operations, computer programs, software systems, and information about purchasing, suppliers, marketing, sales, distribution, products, methods, procedures, business plans, personnel and other information, both tangible and intangible, in writing and orally imparted, which a party may make available to the other party shall hereinafter be referred to collectively as 'Confidential Information'.

2. Recipient warrants that it shall take all reasonable precautions to insure against any breach of confidentiality and will advise its employees who might have access to such Confidential Information of the confidential nature thereof. No Confidential Information shall be disclosed to any officer, employee or agent of either party who does not have a direct need for such Confidential Information, and any Confidential Information disclosed to any such officer, employee or agent shall only be disclosed to the extent necessary to fulfill such direct need. Neither party shall have the right to duplicate, reproduce, copy, distribute, disclose or disseminate Confidential Information except that copies of Confidential Information may be made as necessary to comply with obligation pursuant to the business transaction or as otherwise provided herein.

3. It is understood that neither party shall use any Confidential Information received for any purpose other than for furthering the objective of the subject business transaction,

4. This Agreement shall remain in effect for a three (3) year term (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the third year). In the event a business relationship between the parties is terminated for any reason: (i) each party shall continue to maintain the Confidential Information in strictest confidence; (ii) each party shall not use Confidential Information for itself and others, nor disclose Confidential Information to any third party; (iii) each party shall continue to maintain the covenants set forth in this Agreement; and (iv) all Confidential Information in written form or any other medium, including, but not limited to, drawings, papers, documents, designs, manuals, specifications, computer software or any other materials, including any written notes which a party may have made regarding the Confidential Information, shall upon request be returned to the party which furnished same together with any reproductions or copies thereof, except that such party may retain one archival copy of any notes or other work product of such party which may contain Confidential Information.

5. As used herein. Confidential Information does not include information: (i) that was publicly known, or otherwise known to the party to whom disclosed at the time of disclosure, (ii) that subsequently becomes publicly known through no act or omission of the party to whom disclosed. (iii) that becomes available to one party on a non-confidential basis from a source other than the other party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the other party to this Agreement, (iv) which is independently developed by a party hereto and not obtained as the result of disclosure of information by the other party, or (v) is required to be disclosed pursuant to court order or other legal process or requirement and the party required to disclose such information provides reasonable advance notice to the other party.

6. Without the prior written consent of the other party, neither party, nor its representatives, agents and employees, will disclose to any person any of the terms and conditions with respect to the subject business transaction, including the status thereof, except to the extent legal counsel to either party advises that any such disclosure is required by law.

7. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the enforcement of any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

8. Neither party shall have the right to assign this Agreement without the express written consent of the other party.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

11. This is the entire agreement between the parties concerning the subject matter hereof and it supersedes any prior or concurrent oral or written agreement except as expressly set forth herein. This Agreement may only be amended in writing signed by authorized officers of the parties.

12. Any notice or other written communication required or permitted to be given shall be deemed given three (3) days after deposit in the United States Mail, postage prepaid, properly addressed to the party to receive the notice at that party's address set forth above, or at such other address as a party may advise the other in writing.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together shall constitute one and the same instrument. Facsimile, electronic mail or PDF and JPG copies of this Agreement shall have the same force and effect as original copies.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality and Non-Disclosure Agreement to be duly executed as of the day and year first written.

SELLING BROKER

Investment Realty Resources, Inc.

 _____

Juan Muzquiz/Principal Broker

RECIPIENT

Company

Signature

Phone

By:
Print Name