

CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgement between first party, _____
(Company) and second party, _____ (Undersigned).

Whereas, the Company agrees to furnish the Undersigned access to certain confidential information relating to _____ solely for purposes of review for the contemplation of purchase or lease of the above premises.

Whereas, the Undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential and secret pursuant to the terms of this agreement.

BE IT KNOWN, that the Company has or shall furnish to the Undersigned certain confidential information and may further allow suppliers, customers, employees or representatives of the Company, to disclose information to the Undersigned, all on the following conditions.

1. The Undersigned agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever.
2. No copies may be made or retained of any written information supplied.
3. At the conclusion of our discussions, or upon demand by the Company, all information, including written notes, photographs, or memoranda shall be promptly returned to the Company. Undersigned shall retain no copies or written documentation relating thereto.
4. This information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement, and disclosure by Company is first approved.
5. It is understood that the Undersigned shall have no obligation with respect to any information known by the Undersigned or as may be generally known within the industry prior to date of this agreement, or that shall become common knowledge within the industry thereafter.
6. The Undersigned acknowledges the information disclosed herein is proprietary or trade secrets and in the event of any breach, the Company shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.
7. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
8. This constitutes the entire agreement.

Date:

Signed

Company Representative