

## CONFIDENTIALITY AGREEMENT

THE UNDERSIGNED, \_\_\_\_\_, associates or affiliated entities, hereby certifies that any and all information divulged to him/her with respect to the below named investment property (hereinafter, Property) by NAI Sioux Falls Commercial, Inc. or its affiliates, for the purpose of considering Property for purchase by himself/herself, will be kept confidential. We will furnish to you general information regarding the Property and other general aspects of the Property you request. In consideration for obtaining this proprietary information, you hereby agree as follows:

1. All proprietary information furnished by us or by the owner of the Property to you will be deemed confidential. The term proprietary information does not include any information, which is, or becomes, generally available to the public or is already in your possession. It is \_\_\_\_\_ public knowledge that the Property is for sale and you shall not divulge this to anyone else except for your close advisors who also shall agree and be subject to this Agreement.
2. Unless we otherwise agree in writing, you will not disclose or reveal any proprietary information for three (3) years from the date hereof to any persons or entities other than your employees or your representatives actively and directly participating in the evaluation of the information for any purpose other than in connection with the proposed transaction.
3. If you determine that you do not wish to pursue the proposed transaction, you will promptly advise us of this fact and will deliver to us all the proprietary information furnished to you without retaining copies, summaries, analysis or extracts thereof. Return of this information does not release you from this agreement.
4. If you determine that you have a sincere interest in buying this Property, you may, at the option of the seller, be required to execute a "non-solicitation" agreement prior to being provided with specific financial information on the Property.
5. NAI Sioux Falls Commercial and the seller have provided certain information which we consider relevant for the purpose of your investigation and the proposed transaction. However, NAI Sioux Falls Commercial, Inc. does not make any representation or warranty as to its accuracy or completeness. Certain information provided may also be speculative in that it contains estimates, forecasts and projections of future incomes, and NAI Sioux Falls Commercial, Inc. makes no guarantee or warranty of such information. It is the responsibility of the buyer to draw his/her own conclusions as to any future income potential.

I understand that disclosing to others that the Property is for sale and disclosure of proprietary information could cause a loss of income or rent, and/or create injury in tenant/landlord or owner/employee relationships. Should any legal action be taken against me as a result of this agreement, the prevailing party shall be entitled to court costs and attorneys fees as awarded by the courts.

If you are in agreement with the foregoing, please complete this form and indicate your acceptance in the space below.

**PROPERTY REPRESENTED FOR CONSIDERATION:** \_\_\_\_\_

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

Prospect/ Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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