



COMMERCIAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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- 1. Date 8-2-21
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3. The undersigned have executed this Agreement on _____
 4. regarding the property at 118 West Grove Street
 5. Caledonia, MN 55921 ("Property").

6. A. DEFINITIONS

- 7. (1) **Advisors:** With respect to both Buyer and Seller, Advisor includes consultants, or other professionals retained
- 8. for the evaluation of the Sale, including but not limited to legal counsel, accountants and financial advisors.
- 9. (2) **Confidential Information:** The term Confidential Information means and includes any of the following:
- 10. (a) all financial information and data of either party provided in connection with the Sale;
- 11. (b) any information concerning the business or affairs of the party furnishing such information, however
- 12. documented, which had been or may hereafter be provided, disclosed or shown by one party to another;
- 13. or
- 14. (c) Any copies, reproductions or compilations made or assembled by the recipient of any such information
- 15. using or incorporating any of the items set forth in paragraphs (a) and (b) above.
- 16. (3) **Sale:** The term Sale means the potential transaction contemplated by Buyer and Seller whereby Buyer may
- 17. purchase any real property, business, goodwill, inventory, fixtures or any interest of Seller whereby the parties
- 18. may exchange Confidential Information related to the transaction.

19. B. AGREEMENT

- 20. (1) **Recitals:**
- 21. (a) Buyer has requested access to and disclosure of certain proprietary and Confidential Information of Seller
- 22. for the purpose of evaluating a potential Sale;
- 23. (b) Seller has requested access to and disclosure of certain proprietary and Confidential Information of Buyer
- 24. for the purpose of evaluating a potential Sale; and
- 25. (c) Seller agrees to provide to Buyer, and/or Buyer's Advisors, and Buyer agrees to provide to Seller, and/or
- 26. Seller's Advisors, access to and disclosure of certain proprietary and Confidential Information of one
- 27. another for the limited purpose of evaluating a potential Sale, provided each party agrees not to disclose
- 28. or disseminate said Confidential Information or use it in any way for any purpose beyond the scope of this
- 29. Agreement.
- 30. (2) **Confidential Information:** In consideration of Seller's and Buyer's mutual exchange of Confidential Information,
- 31. the parties agree to be bound by the following terms and conditions relating to said information, including any
- 32. part or portion thereof. The parties further understand and acknowledge that a party providing said information
- 33. is doing so in reliance upon the recipient's compliance with said terms and conditions, which compliance the
- 34. recipient in each case hereby warrants.
- 35. (a) Ownership Access: Any Confidential Information received or learned by a party shall be deemed the
- 36. exclusive property of the party furnishing such information and shall remain the exclusive property of the
- 37. party that furnished it. A party to this Agreement is authorized to receive Confidential Information only in
- 38. accordance with and subject to the terms and conditions of this Agreement.
- 39. (b) Non-Disclosure: A recipient of Confidential Information shall keep the Confidential Information confidential,
- 40. including taking all action, legal or otherwise, necessary to enforce this Agreement and prevent any
- 41. disclosure of the Confidential Information by the recipients current or former Advisors. A recipient shall not,
- 42. without prior written consent of the party furnishing the Confidential Information, disclose to any person
- 43. or entity not involved in this transaction the discussions taking place between Buyer and Seller relating to
- 44. the Sale.

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46. Property located at 118 West Grove St, Caledonia MN

- 47. (c) Limited Use: No party shall use any part of the Confidential Information in any way, for any purpose
- 48. other than to evaluate the Sale.
- 49. (d) Liability: The undersigned acknowledge that disclosure of any of the Confidential Information in violation
- 50. of this Confidentiality Agreement would result in an irreparable injury to the non-breaching party and, by
- 51. reason thereof, the undersigned consent and agree that the injured party shall be entitled to an injunction
- 52. to be issued by any court of competent jurisdiction restraining the breaching party and the breaching
- 53. party's Advisors, affiliates, or employees from committing or continuing any such violation. The injured
- 54. party may also exercise any other legal or equitable rights or remedies to which the injured party is
- 55. entitled.
- 56. (e) Costs: Each party agrees that if it is held by any Court of competent jurisdiction to be in violation,
- 57. breach or non-performance of any of the terms and conditions of this Agreement, they will pay all costs
- 58. of such action of suit, including reasonable attorneys' fees.

59. **SELLER**

60. [Signature]
(Business Entity or Individual Name)

61. By: _____
(Seller's Signature)

62. _____
(Seller's Printed Name)

63. Its: _____
(Title)

64. 8-2-21
(Date)

BUYER

(Business Entity or Individual Name)

By: _____
(Buyer's Signature)

(Buyer's Printed Name)

Its: _____
(Title)

(Date)

65. **SELLER**

66. [Signature]
(Business Entity or Individual Name)

67. By: _____
(Seller's Signature)

68. _____
(Seller's Printed Name)

69. Its: _____
(Title)

70. 8-2-21
(Date)

BUYER

(Business Entity or Individual Name)

By: _____
(Buyer's Signature)

(Buyer's Printed Name)

Its: _____
(Title)

(Date)

71. **SELLER'S BROKER**

72. Keller Williams Premier Realty
(Real Estate Company Name)

73. By: [Signature]
(Licensee's Signature)

74. Kelly Meyer
(Licensee's Printed Name)

75. 8-2-21
(Date)

BUYER'S BROKER

(Real Estate Company Name)

By: _____
(Licensee's Signature)

(Licensee's Printed Name)

(Date)

