

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of the Effective Date by and between the undersigned parties (each a "Party" and collectively the "Parties") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

**1. Definition of Confidential Information** Confidential Information includes all non-public business, financial, legal, technical, marketing, and operational information disclosed by either Party to the other, whether in written, oral, or electronic form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information.

**2. Obligations of Confidentiality** Each Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Use the Confidential Information solely for the purpose of evaluating and engaging in discussions related to real estate brokerage management and operations.
- Restrict disclosure of Confidential Information to employees, agents, or representatives who have a need to know and are bound by similar confidentiality obligations.
- Take reasonable measures to protect the Confidential Information from unauthorized disclosure.

**3. Exceptions** Confidential Information does not include information that:

- Was publicly known at the time of disclosure or becomes publicly known through no wrongful act of the receiving Party.
- Was lawfully received from a third party without an obligation of confidentiality.
- Was independently developed by the receiving Party without reliance on the Confidential Information.
- Is required to be disclosed by law, provided that the disclosing Party is given prompt notice and an opportunity to seek a protective order.

**4. Term and Termination** This Agreement shall remain in effect from the Effective Date unless terminated earlier by mutual written consent. The confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

**5. No License or Ownership Rights** Nothing in this Agreement shall be construed as granting any rights to use Confidential Information except as expressly provided.

**6. Governing Law** This Agreement shall be governed and construed in accordance with the laws of the state in which the Parties operate.

**7. Remedies** Each Party acknowledges that unauthorized disclosure may cause irreparable harm and that injunctive relief, in addition to any other legal remedies, may be appropriate in the event of a breach.

**8. Miscellaneous**

- This Agreement constitutes the entire understanding between the Parties concerning Confidential Information.
- No modification or waiver shall be effective unless in writing and signed by both Parties.
- If any provision is found invalid, the remainder of the Agreement shall remain enforceable.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**Effective Date:** \_\_\_\_\_

**Disclosing Party:**

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

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

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

**Receiving Party:**

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

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

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