

# CONFIDENTIALITY AGREEMENT

## *Non-Disclosure of Property Information*

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This Confidentiality Agreement ("**Agreement**") is entered into by the undersigned prospective purchaser or its authorized agent ("**Prospective Purchaser**") regarding the commercial real property identified below ("**Property**"). Sturges Property Group ("**Broker**"), as exclusive listing broker for the property owner ("**Owner**"), will deliver confidential information concerning the Property, including but not limited to rent rolls, lease terms, lease expiration dates, and financial data (collectively, "**Confidential Information**"), only upon execution of this Agreement. This Agreement survives the expiration or termination of Broker's listing agreement with Owner. For the avoidance of doubt, execution of this Agreement does not obligate Owner to sell the Property or Prospective Purchaser to purchase it.

**Property:** \_\_\_\_\_

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## TERMS AND CONDITIONS

### 1. Confidentiality, Permitted Use, and No-Contact

**(a) Obligation of Confidence.** Prospective Purchaser will hold all Confidential Information in strict confidence and will not disclose it to any person other than its employees, agents, lenders, and professional advisors who (i) have a specific need to know the Confidential Information for the purpose of evaluating a potential acquisition of the Property, and (ii) have been informed of, and are bound by, the confidentiality obligations set forth in this Agreement (collectively, "**Authorized Recipients**").

Prospective Purchaser accepts full responsibility for any breach of this Agreement by any Authorized Recipient to the same extent as if Prospective Purchaser had committed the breach directly.

**(b) Permitted Use.** Prospective Purchaser may use the Confidential Information solely to evaluate a potential acquisition of the Property. No other use is permitted. Prospective Purchaser acknowledges that the Confidential Information is proprietary to Owner and that unauthorized disclosure or use could cause Owner significant and irreparable harm, the full extent of which may be difficult to quantify.

**(c) Return or Destruction.** If the acquisition is not completed, Prospective Purchaser will promptly return or destroy all Confidential Information—including copies, summaries, and electronic versions—upon written request by Owner or Broker. Upon request, Prospective Purchaser will certify in writing that such return or destruction has been completed.

**(d) No Direct Contact.** Prospective Purchaser will not contact the Owner, Owner's employees, tenants, subtenants, suppliers, or contractors regarding the Property without Broker's prior written consent. All inquiries concerning the Property must be directed exclusively to Broker.

### 2. Broker Relationship and Fees

Prospective Purchaser confirms it is acting as a principal in this transaction, not as an agent for any undisclosed party (except advisors representing pension fund clients). Prospective Purchaser acknowledges that Sturges Property Group is acting as Agent of the Owner, and any information Prospective Purchaser provides to Broker may be shared with Owner. If Prospective Purchaser is represented by another broker or agent, Prospective Purchaser is solely responsible for that broker's or agent's compensation.

### 3. No Representations or Warranties

The Confidential Information is provided "as-is." Broker and Owner make no representation or warranty, express or implied, as to its accuracy or completeness. Prospective Purchaser must rely solely on its own due diligence. Any representations or warranties will be limited to those expressly set forth in a fully executed written purchase agreement signed by Owner.

#### 4. Remedies

A breach or threatened breach of this Agreement may cause irreparable harm to Owner and Broker for which monetary damages would be an inadequate remedy. Accordingly, Owner and Broker are entitled to seek equitable relief, including injunctive relief, in addition to all other available remedies at law or in equity, without the requirement to post bond.

#### 5. Authority to Bind

The individual signing below represents and warrants that they have full authority to execute this Agreement on behalf of Prospective Purchaser and to bind Prospective Purchaser and its Authorized Recipients to the terms hereof.

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#### AGREED AND ACCEPTED — PROSPECTIVE PURCHASER:

Prospective Purchaser / Organization

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Authorized Signature

Printed Name / Title

Email Address

Date