

**CONFIDENTIALITY AGREEMENT**

\_\_\_\_\_, 20\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Prov. \_\_\_\_\_  
Postal Code: \_\_\_\_\_

Attention: \_\_\_\_\_

Dear Sirs:

Re: \_\_\_\_\_

For the purposes of evaluating all aspects of \_\_\_\_\_ (**hereinafter referred to as "the Properties"**) the undersigned requests that \_\_\_\_\_ (**hereinafter referred to as \_\_\_\_\_**) provides the undersigned with confidential information relating to the Properties.

In consideration of \_\_\_\_\_ agreeing to provide the undersigned with such information, the undersigned agrees as follows:

1. To treat confidentially, such information and any other information that \_\_\_\_\_ or its advisors furnish to the under-signed, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Properties. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Properties, the owner of the Properties, or \_\_\_\_\_ and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially and otherwise on the basis of their Agreement.
3. That if at any time, the undersigned considers a transaction which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party, a confidentiality agreement in a form satisfactory to \_\_\_\_\_ prior to disclosure to such party of any Evaluation Material.



4. That the undersigned and its directors, officers, employees and representatives will not, without the prior written consent of \_\_\_\_\_, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the owner of the Properties and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
5. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
6. That at any time, at the request of \_\_\_\_\_, the undersigned agrees to promptly return all Evaluation Material without retaining any copy thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes.
7. That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Colliers with prompt notice of such requirement or request so that \_\_\_\_\_ may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
8. That the undersigned further understands and agrees that \_\_\_\_\_ makes no representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that \_\_\_\_\_ shall not have any liability to the undersigned or any of its representatives resulting from the use of the Evaluation Material by the undersigned or its representatives.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RECIPIENT NAME

\_\_\_\_\_  
Corporate Name (Please Print)

By:

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Officer's Name and Title (Please Print)

\_\_\_\_\_

\_\_\_\_\_  
Officer's Address

\_\_\_\_\_  
Phone Number

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