

# Non-Disclosure Agreement

Date \_\_\_\_\_

Purchaser's Agent: \_\_\_\_\_, Company: \_\_\_\_\_

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

Seller's Agent: \_\_\_\_\_, Company: \_\_\_\_\_

Properties: Listed in Schedule "A" which will form part of this agreement once executed and any additional properties disclosed by the Seller's Agent.

The undersigned Purchaser's Agent (the "Recipient") hereby requests the civic addresses and other confidential information, currently and from this time forward, regarding the above mentioned Properties from the Seller Agent. The Recipient hereby acknowledges that the Seller Agent first provided such information to the Recipient. In consideration of \$1.00 paid now by the Seller Agent to the Recipient and for having provided such information, the Recipient hereby agrees:

1. Not to divulge such information to others, except to those of its employees and advisors who need to know such information for the said purpose and the Recipient warrants that such employees and advisors are obligated to and will maintain such information in confidence and such obligations shall survive the termination of the Recipient's interest in the Properties;
2. To conduct all further inquiries into the Properties exclusively through the Seller Agent;
3. To not contact the respective registered owners of the Properties (the "Owners") for any purpose whatsoever, in person, by phone, by mail, by email or by any other means;
4. That the Owners have advised the Seller Agent that they will inform the Seller Agent if any inquiries are made without the Seller Agent's knowledge or consent;
5. To use best commercial efforts to have any client of prospective purchaser sign an addendum agreeing to be bound by this agreement prior to disclosing any such information. Notwithstanding the foregoing, the Recipient will remain liable for any disclosure of such information.
6. That upon request from the Seller Agent or if there is no further interest in the Properties to which the information relates, the Recipient warrants to return any such information to the Seller Agent and/or to destroy any electronic information provided to the Recipient and advise the Seller Agent of having done so; and
7. That any use of the information in breach of the terms of this agreement could cause irreparable harm and significant injury to the Seller Agent to an extent that may be difficult or impossible to determine. Accordingly, the Seller Agent will have the right to seek and obtain immediate injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies the Seller Agent may have.

**Information Disclosure**

The Recipient acknowledges that all information and material on the Properties provided by the Seller Agent has been provided for confidential use by the Recipient for the sole purpose of evaluating a real estate opportunity. The accuracy of the information disclosed to the Recipient is believed to be true, but is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. The Seller Agent makes no representations or warranties, expressed or implied, regarding the information provided to the Recipient.

This Addendum may be executed in counterparts and by facsimile or electronic transmission.

By signing below the Recipient acknowledges that they have read and understood the disclosures stated above. RECEIPT OF A COPY AND ACCEPTANCE OF THE TERMS OF THIS ACKNOWLEDGEMENT AND AGREEMENT IS HEREBY ACKNOWLEDGED AND CONFIRMED.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Seller Agent

\_\_\_\_\_  
Purchaser's Agent