

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into as of _____ the "Effective Date") between:

_____ (the "Buyer"), located at _____, and
_____ (the "Seller"), located at _____

Collectively referred to as the "Parties."

WHEREAS, the Buyer intends to evaluate the potential acquisition of a commercial real estate property owned by the Seller (the "Property");

WHEREAS, the Seller possesses certain confidential information regarding the Property that the Buyer wishes to review for evaluation purposes; and

WHEREAS, the Parties desire to protect the confidentiality of such information and agree to the terms and conditions set forth herein.

1. Confidential Information:

a. The term "Confidential Information" shall refer to any and all information, including but not limited to financial records, business plans, client lists, marketing strategies, tenant information, architectural plans, and any other information or materials that are disclosed by the Seller to the Buyer in connection with the potential acquisition of the Property.

b. The Buyer acknowledges that the Confidential Information is of significant value to the Seller and agrees to handle such information with the utmost care and confidentiality.

2. Non-Disclosure:

a. The Buyer shall maintain the Confidential Information in strict confidence and shall not disclose or reveal any part of it to any third party without the prior written consent of the Seller.

b. The Buyer shall use the Confidential Information solely for the purpose of evaluating the potential acquisition of the Property and shall not use it for any other purpose or disclose it to any person or entity other than its representatives who have a legitimate need to know such information and who are bound by obligations of confidentiality at least as stringent as those set forth in this Agreement.

3. Limitations on Use:

The Buyer agrees not to copy, reproduce, distribute, or modify the Confidential Information without the prior written consent of the Seller, except as required for the evaluation of the potential acquisition of the Property. The Buyer shall promptly return all Confidential Information and any copies thereof to the Seller upon the Seller's request or the termination of this Agreement.

4. Exclusions:



The obligations of confidentiality set forth in this Agreement shall not apply to any information that:

- a. Is or becomes publicly available through no fault of the Buyer;
- b. Was in the Buyer's possession without an obligation of confidentiality prior to its disclosure by the Seller;
- c. Is lawfully obtained by the Buyer from a third party without any obligation of confidentiality;
- d. Is independently developed by the Buyer without reference to or use of the Confidential Information; or
- e. Is required to be disclosed by law, regulation, or legal process, provided that the Buyer provides the Seller with prompt notice of such requirement to allow the Seller to seek a protective order or other appropriate remedy.

5. Term and Termination:

- a. This Agreement shall commence on the Effective Date and shall remain in effect for a period of 12 months from the Effective Date.
- b. Either Party may terminate this Agreement at any time by giving written notice to the other Party.
- c. The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement for a period of [Specify Duration] from the date of termination or expiration.

6. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of New Mexico. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New Mexico.

7. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersede.

Buyer

Its

Date

