

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(Off-Market Property – Keaty Real Estate)

This Confidentiality & Non-Disclosure Agreement (“Agreement”) is entered into as of the date signed below by and between:

Keaty Real Estate, LLC, a Louisiana limited liability company (“Broker”),
and

_____ (“Recipient”),

and

_____ (“Property Owner” or “Seller”).

Collectively, the parties may be referred to as the “Parties.”

1. Purpose

The Seller owns an off-market property and is willing to provide confidential information regarding the property, business operations, financials, occupancy, and/or potential sale (“Confidential Information”). Because the Seller is actively operating a business and does not wish to disrupt operations or cause concern among employees, customers, suppliers, or tenants, the Parties agree to maintain strict confidentiality.

The Recipient desires to receive certain Confidential Information solely for the purpose of evaluating the potential purchase of the property (“Permitted Purpose”).

2. Definition of Confidential Information

“Confidential Information” includes, without limitation:

- The fact that the property is available for sale or being considered for sale
- Property address, details, photos, videos, or financials
- Business operations, revenue, expenses, tax records, occupancy, leases, or contracts
- Conversations, negotiations, or terms discussed
- Disclosures made orally, in writing, or electronically
- Any nondisclosed operational issues or forthcoming business changes

Confidential Information also includes the identity of the Seller and any affiliated companies or individuals.

3. Recipient’s Obligations

Recipient agrees to:

1. Hold all Confidential Information in strict confidence.
2. Use the information solely to evaluate the purchase opportunity.

3. Not disclose the Confidential Information to any third party without written consent from the Seller or Broker.
4. Not contact employees, customers, tenants, suppliers, or neighboring businesses regarding the property or potential sale.
5. Not visit, tour, or drive the property without Broker's express written consent.
6. Not circumvent Broker or attempt to engage the Seller directly outside of Broker's knowledge.

Recipient further agrees that any disclosure — intentional or accidental — may cause the Seller business harm, including disruption, loss of revenue, employee concerns, or reputation damage.

4. Standard of Care

Recipient agrees to protect the Confidential Information with the same degree of care used to protect their own confidential information, but in no event less than a commercially reasonable standard of care.

5. Return or Destruction of Information

Upon request by Broker or Seller, Recipient shall immediately return or destroy all Confidential Information, whether in physical, digital, or written form.

6. No Representation or Warranty

Recipient acknowledges that:

- Confidential Information is provided “as-is” and without warranty as to its accuracy or completeness.
- Seller and Broker are not liable for any reliance placed on the information provided.
- It is the Recipient's responsibility to conduct their own due diligence.

7. No Obligation to Proceed

Nothing in this Agreement obligates the Seller to sell or the Recipient to purchase the property.

8. Remedies

Recipient acknowledges that unauthorized disclosure of Confidential Information may cause immediate and irreparable harm to the Seller, for which monetary damages may be inadequate. The Seller and Broker shall be entitled to:

- Temporary restraining orders
- Injunctions
- Equitable relief
- Recovery of actual damages and reasonable attorney fees

9. Term

This Agreement remains in effect for **three (3) years** from the date of execution, or as long as the Confidential Information remains non-public, whichever is longer.

10. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Louisiana.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality of the property and supersedes any prior discussions or agreements.

SIGNATURES

Recipient:

Name: _____

Signature: _____

Date: _____

Phone/Email: _____

Seller:

Name: _____

Signature: _____

Date: _____

Keaty Real Estate, LLC (Broker):

By: _____

Title: _____

Signature: _____

Date: _____