

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into this _____ day of 2021, by and between American Heritage Corporation, (hereinafter referred to as “Consultant”) and _____, of _____ (hereinafter referred to as “Participant”) in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose

Consultant and Participant (“Parties”) Hereby agree that, except as modified by both parties in writing, this Agreement shall be applicable to all discussions, meetings and various communications, both verbal and written, between employees and/or authorized agents of Consultant and Participant relating to the following “purpose”:

The purchase of Lindsay Square Shops, 2335 South Lindsay Road, Gilbert AZ (referred to herein as the “Project”).

2. Confidential Agreement

In connection with the above “purpose”, information will be disclosed between the “parties”. Information that the parties deem to be confidential may include but is not limited to ideas, concepts, designs, drawings, specifications, covenants, customer names, marketing material, business plans, financial information, contracts, and any material generated by receiving party as a result of disclosure of said information by the disclosing party. (Confidential Information) “Confidential Information” may appear in various forms, including but not limited to; drawings, sketches, design specifications, contract documents, leases, covenants, or other documents.

3. Terms of Confidentiality

Receipt and/or review of all such confidential information by either party shall be subject to the following terms and conditions:

- a) All information conveyed by either party shall be assumed to be confidential, and shall remain the property of the disclosing party.
- b) Both parties agree not to distribute, disclose, or disseminate in any way, to anyone except employees, agents or partners who are involved in activities related to the purpose stated herein.
- c) Both parties shall protect the other party’s Confidential Information against disclosure to third parties in the same manner and with the same degree of care but not less than a reasonable degree of care, with which it protects Confidential Information of its own.
- d) In no event shall a party in possession of Confidential Information belonging to the other party disclose that information to a third party without prior written consent of the owner of the information as well the existence of a signed confidentiality agreement between the party seeking to disclose information belonging to the other party and the third party with which it seeks disclosure.
- e) The parties agree that except with the prior written authorization of the disclosing party, they shall not use the Confidential Information disclosed by the other, for any other purpose than for the purposed shared herein.
- f) All Confidential Information or copies thereof shall be promptly destroyed or returned by the receiving party upon request of the disclosing party.

4. Information Excluded from Protection of Confidential Agreement

The parties agree that information disclosed pursuant to this agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it:

- a) Is or becomes part of the public domain without violation of this agreement.
- b) Is known and on record at the receiving party prior to disclosure by the disclosing party
- c) Is lawfully obtained by the receiving from a third party that is not bound by a duty of confidentiality;
- d) Is developed by the receiving party completely independently of any such disclosure by the disclosing party, which can be proven by prior written records.
- e) Is ascertainable from a commercially available product or marketing information.
- f) Is disclosed pursuant to administrative or judicial action, provided that the receiving party shall use its best efforts to maintain the confidentiality of the confidential Information by asserting in such action any applicable privileges and shall immediately after receiving notice of any such action, notify the disclosing party thereof and give the disclosing party the opportunity to seek any other legal remedies so as to maintain the confidentiality of said information.

5. No Warranty

Information disclosed by the disclosing party is provided on a “as is” basis. The disclosing party makes no warranty, whether express or implied or otherwise, regarding the accuracy, usefulness or performance of any information and assumes no liability for the receiving parties’ reliance upon said information.

6. Personnel Information and Non-Solicitation

The parties agree that any names, phone numbers, addresses and/or other information of personnel that is disclosed between the parties will be treated as proprietary information belonging to the disclosing party. The parties further agree that such information will not be used in the solicitation for development opportunities by the other party, nor disclosed to any third parties.

7. Governing Law and Jurisdiction

The terms of this agreement shall be construed in accordance with the laws of the State of Illinois and any disputes which shall arise as a result of this agreement shall fall under the exclusive jurisdiction of the courts of Illinois.

8. Term of Agreement

The obligations of the parties herein with respect to each item of Confidential Information disclosed under the protection of this agreement will survive for a period of five (5) years from the date of disclosure.

9. Representation

It is agreed that Potential Purchaser is acting as a principal and to the best of the undersigned’s knowledge has had no dealings, negotiations or consultations involving the Property with any broker or consultant other than American Heritage Corporation. Should the undersigned require the assistance of any broker or consultant other than American Heritage Corporation, then the undersigned will be responsible for any fees or commissions due to said additional broker or consultant.

10. Entire Agreement

This agreement shall be in force as of the date first written herein and contains all of the terms and conditions agreed upon by the parties hereto and constitutes the only such agreement in force and effect between the parties regarding the purpose stated herein. Any modification of this agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first herein written.

PARTICIPANT:

Broker

Client:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____