



Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this ____ day of _____ 2023 by and between _____ with an address of _____ and InCommercial Property Group ("IPG") with offices located at 117 North Jefferson, #303, Chicago, IL 60661.

_____ and "IPG" have agreed to exchange certain information in connection with a possible business transaction relating to the acquisition of a certain property (s) ("Transaction"). It is recognized and understood by both parties that the Transaction may require each to disclose to the other various matters considered to be of a confidential and/or proprietary nature.

_____ and "IPG" agree to hold in strict confidence using protection at least equal to that which such party uses to safeguard its own confidential information, and not use or disclose to any person, firm or corporation, without the prior written authorization of the originating party, the Confidential Information (as defined below) of the originating party. For purposes of this Agreement, "Confidential Information" means all information, documents and materials (whether verbal, written or otherwise) obtained by or furnished to a party in connection with or as a result of this Agreement or the Transaction, including, without limitation, customer, vendor and/or client information and data, financial statements, business records and plans, system or operational processes, technical and marketing data, trade and product information, supplier information, marketing plans and pricing elements; provided, however, that neither party shall be under any obligation to maintain in confidence any portion of the information it has received which (a) is now, or which hereafter, through no act or failure to act on the part of the recipient party, becomes generally known or available to the public, or (b) is known by the recipient party at the time of the disclosure of such information, provided that the source of such information was not known by the recipient party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation, or (c) is hereafter furnished to the recipient party by a source other than the originating party, provided that such source is not known by the recipient party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation. The Confidential Information of the originating party shall not be used for any purpose other than in connection with the evaluation of the Transaction or the Transaction itself, if any.

Each party agrees not to disclose any Confidential Information of the originating party to the recipient party's employees or representatives (e.g. attorneys, accountants, consultants, bankers, financial advisors and/or affiliates) except those employees and representatives who are required to have the information in order to evaluate or engage in discussions concerning the Transaction and who agree to keep such information confidential consistent with the non-disclosure terms of this Agreement. The recipient party will be responsible for any actions by its employees or representatives of which are not in accordance with the provisions hereof. The parties acknowledge that the Confidential Information of the originating party is furnished to the recipient party "as is" and that no warranties of any kind are given to the recipient party.

In the event that a party or any of its representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose the Confidential Information of the originating party, such party shall provide the originating party with prompt written notice of any such request or requirement (if not prohibited by law, regulation or legal process) so that the originating party may, at its sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order (or other remedy) or the receipt of a waiver, the recipient party or its representatives are nonetheless, in the opinion of its counsel, legally compelled to disclose the Confidential Information of the originating party to any tribunal or else stand liable for contempt or suffer other censure or penalty or such party or its representatives are otherwise required by law to disclose such Confidential Information, then the recipient party or representative may, without liability hereunder, disclose to such tribunal only that portion of such Confidential Information which its counsel advises such party is legally required to be disclosed, provided that such party exercises reasonable good faith efforts (which shall not include any expenditure of funds) to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the originating party, at the originating party's expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

_____ and "IPG" acknowledge that any breach of this Agreement would cause the originating party irreparable damage. Accordingly, a party may seek and obtain injunctive relief from the breach or threatened breach of any provision or covenant contained in this Agreement in addition to and not in limitation of other legal remedies to which it may be entitled in law or equity. Each party also agrees to reimburse the other party for all reasonable legal costs and expenses, including reasonable attorneys' fees, incurred by such other party in successfully enforcing its rights and remedies hereunder.

During the period of twenty-four (24) months commencing on the date hereof, you and your Representatives will not, directly or indirectly solicit to employ or engage as a consultant or Representative, any person who is at the time an officer, manager, Owner or other key employee of Owner of Record.

Unless and until a definitive agreement regarding the Transaction between the parties hereto has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Further, _____ and "IPG" each acknowledge and agree that the other party reserves the right, in its sole discretion, to reject any and all proposals, and to terminate discussions and negotiations at any time.

All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the originating party and shall be promptly returned to the originating party (or destroyed) by the recipient party upon the originating party's written request (with respect to computer files, deleted to the extent reasonably practicable). Notwithstanding the return or destruction of the Confidential Information of the originating party, the recipient party will continue to be bound by its obligations hereunder.

Except as may be required by law, rule or regulation, neither party may use the name, trade name, trademark, logo, acronym or other designation of the other party in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party.

All notices, requests, demands, directions, declarations and other communications provided for herein shall be mailed by a reputable overnight mail carrier (e.g., FedEx) or registered or certified mail, return receipt requested, or delivered in hand to the applicable party at its office address as first stated above.

It is understood and agreed that no failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and both parties agree to the non-exclusive jurisdiction of the Federal and state courts located in Chicago, IL. This Agreement shall inure to the benefit of any successor in interest to the originating party. This Agreement contains the final and entire agreement of the parties relative to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

By: _____

Company: _____

Name: _____

Title: _____