

CONFIDENTIALITY, NON-DISCLOSURE AND NON-RELIANCE AGREEMENT

The following Agreement is entered into on this _____ day of _____ 2017 between the sellers and Strategic Auction Alliance, (“Provider”) and _____ (hereinafter referred to as “Reviewer”).

WHEREAS, Reviewer has requested the opportunity to review certain information in regard to a possible purchase of certain real property (the “Property”) to be auctioned by Strategic Auction Alliance (“Auction Company”).

PROPERTY DESCRIPTION:

- 25-51 Clarendon Street, Watertown, Massachusetts 02472

WHEREAS, Provider represents that it has certain confidential information related to the Property, (referred to as “Confidential Information”); and

WHEREAS, such Confidential Information constitutes valuable, special and unique property of Provider, and/or other entities doing business with them respectively; and

WHEREAS, Provider is willing to allow Reviewer to receive its Confidential Information under certain specified conditions for the following reasons:

- (1) to ensure that any confidential information received or reviewed by Reviewer is kept in strict confidence and not disclosed or used, except as specifically authorized by this Agreement; and
- (2) to acknowledge that Reviewer is aware of the critical importance of strict compliance with this Agreement; and

WHEREAS, Reviewer acknowledges that the Property is being sold in an “AS IS” condition and that Provider is not making any representations or warranties as to the accuracy or completeness of any Confidential Information provided hereunder;

NOW, THEREFORE, in consideration of the mutual promises herein, Reviewer agrees as follows:

1. Provider agrees to disclose to Reviewer who hereby accepts from Provider said Confidential Information and agrees to receive and to not make any unauthorized use of the Confidential Information and to maintain said Confidential Information in secrecy and strict confidence. Reviewer will limit access to the Confidential Information to only those persons who require the Confidential Information for the purpose of evaluating the Property for purchase by Reviewer. Any such person reviewing the Confidential Information on behalf of Reviewer must agree to the terms of this Agreement. Any disclosure by such person, shall be deemed made by, and the responsibility of, the Reviewer.

Reviewer shall use at least the degree of care to avoid an unauthorized disclosure or use of the Confidential Information as Reviewer employs with respect to its own confidential information of like importance, but not less than reasonable care. Confidential Information shall include all documents, files, reports and all financial information, analyses, spreadsheets or other documents prepared by Reviewer or its employees, agents or representatives (collectively, its “Representatives”), containing or based in whole or part on any information furnished by Provider or its Representatives. Confidential Information orally disclosed to Reviewer, disclosed electronically to Reviewer, or provided to Reviewer in response to a request by Reviewer to Provider, will be subject to disclosure and use restrictions contained.

2. If Reviewer or its Representatives are requested or become legally compelled to disclose any or all Confidential Information or the fact that such information has been furnished to Reviewer or that discussions or negotiations between Reviewer and Provider are taking place, Reviewer agrees to furnish Provider with prompt written notice of such request to allow Provider to seek protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

3. Reviewer understands and agrees that the subject matter of the Confidential Information is the property of the Provider and that all written material loaned pursuant to this Agreement shall not be reproduced without Provider's permission. All materials provided under this Agreement shall be returned promptly upon request, without retaining copies thereof. The obligations of confidentiality hereunder shall continue to apply to Reviewer and its Representatives and be binding upon them following the return to Provider of the Confidential Information. If Reviewer does not purchase the Property, Reviewer agrees to return all Confidential Information, together with all copies thereof, to Provider, and similarly, agrees to destroy any analysis, studies, notes, etc. that may have been prepared by Reviewer or its Representatives based on the Confidential Information.

4. Reviewer shall be responsible, for any breach of this Agreement by itself or its Representatives, its officers, its directors and or its employees. If Provider determines that Reviewer has breached any provision of this Agreement, Provider in its sole discretion may exercise any and all legal or equitable rights or remedies to which it may be entitled due to the breach.

Reviewer agrees that money damages would not be sufficient remedy for breach of the Agreement and that Provider shall be entitled to specific performance and injunctive relief as remedies for any such breach or threatened breach. Reviewer further agrees to waive and hereby waives any requirement for the security or posting of any bond in connection with such remedies. Provider shall be entitled to recover from Reviewer all costs of such litigation, including reasonable attorneys' fees, in addition to any other relief to which it is entitled.

5. Reviewer agrees to indemnify and hold harmless Provider, Auction Company and all officers, directors, employees and agents of Provider and Auction Company against any and all damages, claims, losses, liability or expenses, including reasonable attorney's fees, that results from Reviewer's breach of this Agreement.

6. REVIEWER ACKNOWLEDGES THAT PROVIDER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. Reviewer acknowledges that the Property is being sold in an "AS IS" condition and that Provider is providing the documents solely for background purposes only. Accordingly, Reviewer agrees, for itself and its Representatives, that neither Provider nor its Representatives have made or make any representation or warranty as to the accuracy or completeness of any Confidential Information and that neither Provider nor its Representatives shall have any liability to Reviewer, or its Representatives, resulting from the use of or reliance on any of the Confidential Information.

7. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.

8. This Agreement is valid and binding upon execution by Reviewer and Provider's receipt of either an original or facsimile copy of the executed Agreement. Facsimile signatures shall be deemed valid and binding to the same extent as original signatures.

9. This Agreement represents the entire Agreement between Provider and Reviewer relating to the Confidential Information. The person executing this Agreement on behalf of the Reviewer represents that they are authorized to do so and to legally bind the Reviewer.

10. It is understood that this Agreement does not obligate either party to engage in negotiations for purchase of the Property or to enter into an agreement for the purchase and sale of the Property. Reviewer acknowledges that Provider reserves the right, in its sole and absolute discretion, to reject any and all offers or proposals from Reviewer and to terminate discussions and negotiations as to the sale of the Property with Reviewer at any time.

BY EXECUTION OF THIS AGREEMENT, PARTIES ACKNOWLEDGE RECEIPT OF A COPY OF THE AGREEMENT. ANY CHANGES REQUIRE APPROVAL OF THE SELLER.

EXECUTED as of the day and year first written above.

Reviewer:

(Signature)

(Title)

Please Fill:

(Name)

(Street Address)

(City, State, Zip)

(E-mail)

(Phone)

Send the completed agreement to Strategic Auction Alliance; either by fax 877-338-2325 or email info@sabids.com. Thank You. You will be emailed a link to your requested information within 12 hours of returning the signed Non Disclosure Agreement.