



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is between _____ ("Prospective Buyer and/or Buyer's agent") and Denis Kupchenko ("Seller") for the Red Barn Market & Nursery ("Property"), effective this _____ day of _____ 20

WHEREAS:

- A. The Buyer wishes to negotiate and potentially secure a Purchase and Sale Agreement with the Seller for the Red Barn Market & Nursery, Washington. The Seller has received a request from the Buyer for the property's most recent financial and rent roll information and the Seller wishes to share this information solely for the purpose as stated in Section B.
- B. Buyer and/or Buyer's agent wishes to receive the information from the Seller for the sole purpose of determining the Property's financial suitability to enter into such an agreement with the Seller.
- C. Seller is willing to disclose the information and Buyer and/or Buyer's agent is willing to receive the information (as "Receiving Party") on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the Seller agreeing to participating in good faith negotiations with the Buyer and/or Buyer's agent and otherwise disclosing particulars of its business to the Buyer and/or Buyer's agent, the Parties hereby undertake and agree, as follows:

1. **Scope of the Agreement:** The Parties agree that this Agreement is only for the purposes of protecting the Seller confidential information and their proprietary interest in the Property. Any agreement between the Parties as to a purchase or other activities shall be consummated by subsequent specific written agreement(s). Nothing herein shall constitute one Party to be the Agent, Partner or Co-Venture of the other with respect to any project or activity. However, this Agreement shall apply to all past, present and future interaction between the Parties unless modified or superseded by subsequent written agreement.
2. **Confidential Information:** The term Confidential Information shall include but not be limited to all confidential business information or trade secrets furnished by Seller to Buyer and/or Buyer's agent with respect to the Property, whether written or oral, any and all printed or electronically transmitted materials or graphics and all reproductions thereof. Information made available to the public

or information generally known in the Seller's industry shall be excluded from this Agreement.

3. **Safeguarding Information:** Buyer and/or Buyer's agent acknowledges that Information disclosed by Seller is in the strictest confidence and thus Buyer and/or Buyer's agent shall:
 - a. Ensure the Buyer and/or Buyer's agent, its affiliates, employees, officers, directors, partners or agents do not disclose to any other person the Information and use at least the same degree of care as Seller in securing and protecting the Information.
 - b. Use the information for the specific purpose as captioned above.
 - c. Restrict disclosure of the Information solely to those employees or agents of Buyer and/or Buyer's agent having a need to know such Information in order to accomplish the purpose stated above.
 - d. Advise each employee, before he or she receives access to the Information, of the obligations of Buyer and/or Buyer's agent under this Agreement and require each such employee to maintain those obligations and not retain any submitted documents beyond a period necessary for evaluation purposes and in any case, destroy any such documents sixty (60) days after receipt.
4. **Damages:** Buyer and/or Buyer's agent further agrees that in the event of its breach of this Agreement, the Seller shall be entitled to recover all such awards as may be appropriate to compensate Seller for damages sustained thereby_____.
5. **Duration:** This Agreement shall be in effect for a period of one (1) year from the date of execution by both Parties unless earlier terminated by mutual agreement.
6. **Capacity:** The Parties further acknowledge that in their respective capacities they are authorized to bind their entities, employees and affiliates to the terms of this Agreement.

Buyer and/or Buyer's agent: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____