

COMMERCIAL NON-DISCLOSURE AGREEMENT

This document carries legal implications. If you are unsure about its contents, seek advice from your lawyer.

This Confidentiality Agreement (“**Contract**”) is entered into by and between the parties—the **Disclosing Party** and the **Receiving Party** (referred to individually as a “**Party**” and together as the “**Parties**”)—and becomes effective on the date signed by the last Party (“**Effective Date**”).

1. PURPOSE:

The Parties intend to enter into discussions concerning the possible sale, acquisition, lease, or transfer of specific commercial real estate (the “**Property**”) generally referred to as:

_____ MO _____
Street Address City Zip Code County

As part of these discussions, the Parties may share Confidential Information with one another and with their respective representatives. This Agreement is designed to safeguard that Confidential Information and regulate how it is used and disclosed.

2. CONFIDENTIAL INFORMATION.

“**Confidential Information**” refers to any non-public information shared by one Party (the “**Disclosing Party**”) with the other (the “**Receiving Party**”) in any format—oral, written, or electronic—that is marked as confidential or proprietary, or that a reasonable person would recognize as confidential based on the nature of the information or the context in which it was shared. This includes, without limitation:

- a. Information related to the Property, such as reports, inspections, tenant details, leases, and any other documents provided in relation to the Property.
- b. Business-related information, such as financial statements, budgets, projections, revenue data, business strategies, marketing plans, and client rosters.
- c. Terms of negotiation and discussions between the Parties related to the potential transaction.
- d. Any other confidential or sensitive information pertaining to the Property or the Parties' business operations that is not publicly available.

3. OBLIGATIONS OF THE RECEIVING PARTY.

The Receiving Party agrees to use the Confidential Information exclusively for assessing the potential transaction and not for any other purpose. The Receiving Party also agrees to maintain the confidentiality of the Confidential Information and to take reasonable measures to prevent its unauthorized disclosure. The Receiving Party shall not use, disclose, or share Confidential Information with third parties, except for the Receiving Party's employees, legal counsel, real estate brokers, affiliated licensees, accounting firms, financial advisors, or consultants who require access to the information to fulfill the Receiving Party's responsibilities to the Disclosing Party, or as mandated by law.

4. EXCEPTIONS.

The Receiving Party's responsibilities under this Agreement do not extend to information that:

- a. Becomes publicly known through no fault of the Receiving Party.
- b. Is already in the possession of the Receiving Party at the time of disclosure, as supported by written records.
- c. Is lawfully obtained by the Receiving Party from a third party who has no obligation of confidentiality.
- d. Is independently created by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5. DURATION.

The Receiving Party's obligations under this Agreement shall remain in full force from the Effective Date until _____ (date) the Confidential Information becomes public knowledge through no fault of the Receiving Party, or until whichever occurs first.

6. RETURN OF MATERIALS.

Upon the conclusion of discussions and negotiations, or at the request of the Disclosing Party, the Receiving Party shall immediately return or destroy all materials containing Confidential Information, including any copies.

7. SPECIAL AGREEMENTS. (attach additional pages if needed)

8. GOVERNING LAW/CONSTRUCTION.

This Agreement shall be interpreted in accordance with the laws of the State of Missouri, including the obligation to act in good faith. The terms 'Seller,' 'Buyer,' 'Disclosing Party,' and 'Receiving Party' may be used in the singular or plural form, and in masculine, feminine, or neuter gender, as indicated by the signatures below. If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not terminate this Agreement or affect any other provisions. Instead, this Agreement will remain in full force and effect, as if the invalid, illegal, or unenforceable provision(s) had never been included, to the maximum extent allowed by law. However, such provision(s) may still be referenced to determine the intent of the parties.

9. ENTIRE AGREEMENT.

This Agreement represents the understanding between the Parties regarding the subject matter herein. No other contract, whether written or oral, exist. This Agreement may only be altered, modified, or amended in whole or in part through a written document signed by all Parties.

10. SIGNATURES.

This Agreement may be signed in multiple counterparts, each of which will be considered an original, but together they will form a single instrument. For purposes of executing or amending this Contract, any written document signed and transmitted by an electronic method recognized as valid under the Missouri Uniform Electronic Transactions Act, including but not limited to facsimile, digital signature, or a scanned image (such as a PDF sent via email), shall be treated as an original signature and document.

IN WITNESS WHEREOF, The Parties have entered into this Non-Disclosure Agreement as of the date signed below.

Check the box if additional signatures are required and attach an additional signature page.

DISCLOSING PARTY **Date**
Printed Name: _____

RECEIVING PARTY **Date**
Printed Name: _____

DISCLOSING PARTY **Date**
Printed Name: _____

RECEIVING PARTY **Date**
Printed Name: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

If signing on behalf of a trust or other legal entity, please print its name and your title below:

Printed Entity Name: _____

Printed Entity Name: _____

Title(s): _____

Title(s): _____