



By submitting your lease or owned Property information for the review and analysis by Protect Realty, we hereby agree to the following Non-Disclosure and Confidentiality agreement. Submit all information to tim@protectrealty.com

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality agreement is being entered into on the certain date the **Customer** ("**Customer**") submits such confidential information to **Protect Realty LLC** and each of its affiliates, and any of its agents, employees, directors or shareholders ("**Protect Realty**") for discussions and analysis concerning Customer's current lease or other real estate situation (the "**Real Estate**") and in connection therewith, Customer desires to share certain non-public information of and/or relating to the Real Estate. In consideration of, and as a condition to, disclosing such information to Protect Realty and its Agents (as herein defined), Protect Realty agrees to treat confidentially such information and any other information of and/or relating to Customer and the Real Estate, which Customer delivers to Protect Realty (in whatever form) or to which Protect Realty or its Agents are afforded access, along with all reports, analyses, notes and/or other information, prepared by Customer, that are based on, derived from or that contain or reflect any such information; collectively, the "**Confidential Information**").

Protect agrees that the Confidential Information and all information derived, directly or indirectly, therefrom, shall be held and treated by Protect Realty and its affiliates, directors, officers, employees, agents and persons retained and engaged by Protect Realty (collectively, "**Agents**") with the utmost and strictest confidence, using not less than the same standard of care Protect Realty uses to protect its own confidential and proprietary information, and Protect Realty shall not (directly or indirectly), without the prior written consent of Customer, be (a) disclosed by Protect Realty or its Agents, in any manner whatsoever, in whole or in part, or (b) used by Protect Realty or its Agents for any purpose other than as reasonably necessary for purposes of evaluating the Real Estate. Except for disclosures to Protect Realty's Agents who are actively and directly involved in the Real Estate and who are informed of and who are directed to comply with the terms of this Agreement, or to the extent such disclosure is required by law, court order, or other legal mandate, Protect Realty shall not disclose the Confidential Information to any person without the prior written consent of Customer. Protect Realty agrees to be responsible for any breach of this agreement by its Agents. The term "Confidential Information" does not include any information which Protect Realty can demonstrate falls within any of the following categories: (i) at the time of disclosure or thereafter is generally known by the public (other than as a result of its disclosure by Protect or its Agents), (ii) was or becomes available to Protect Realty on a non-confidential basis from a person not otherwise bound by a confidentiality agreement with the Customer or who is not otherwise prohibited from transmitting the information to Protect Realty or (iii) is independently developed by Protect Realty or its Agents without use of or reference to the Confidential Information. As used in this agreement, the term "person" shall be broadly interpreted to include, without limitation, any individual, corporation, company, joint venture, partnership or other entity. If Protect Realty is required by law to disclose any of the Confidential Information or information derived therefrom, Protect Realty shall provide Customer with prompt written notice thereof, so that Customer may seek a protective order or any other appropriate remedy.

Upon (a) request from Customer to Protect Realty, or (b) termination of any definitive agreement hereafter entered into between the parties or negotiations of any such agreement between the parties,

Protect Realty shall promptly redeliver to Customer all written (including electronically stored) material containing or reflecting any information contained in the Confidential Information (including all copies, extracts or other reproductions) and destroy all documents, memoranda, notes and other writings whatsoever (including all copies, extracts or other reproductions), prepared by Protect Realty or its Agents based on the information contained in the Confidential Information.

This agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof. If any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The benefits of this agreement shall inure to the respective successors and assigns of the parties hereto, and the obligations and liabilities assumed in this agreement by the parties hereto shall be binding upon their respective successors and assigns.