

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made effective and entered into as of \_\_\_\_\_, (the “Effective Date”) by and between **Matthews Real Estate Investment Services, Inc., a Delaware corporation** (the “Disclosing Party”), and \_\_\_\_\_ (“Broker”) and \_\_\_\_\_ (“Broker’s Client”) (collectively, Broker and Broker’s Client are the “Receiving Party”) (each individually a “Party” and collectively the “Parties”).

**RECITALS:**

WHEREAS, in connection with exploring and evaluating a possible business relationship and/or business transaction regarding that certain commercial property located at **Broad Street Plaza, 8130 E Broad St, Reynoldsburg, OH 43068** (referred to herein as the “Relationship”) and for the purposes of the ongoing Relationship, the Parties recognize the need for Disclosing Party to disclose to Receiving Party certain of its Confidential Information (as defined below); and

WHEREAS, the Parties wish to provide the terms and conditions upon which such Confidential Information will be disclosed by the Disclosing Party to the Receiving Party hereunder.

**AGREEMENT:**

NOW THEREFORE, the Parties agree as follows:

1. “Confidential Information” means and includes any information disclosed by the Disclosing Party to the Receiving Party before or after the Effective Date, either directly or indirectly, in writing, orally or in any other form, including, without limitation, documents, business plans, real estate information and related materials, lease information, property ownership documentation and related financial materials, source code, software, financial statements, financial information, financial analysis, marketing plans, marketing information, customer names, customer lists, vendor names, vendor lists, projections, strategies, research, processes or other technical and related materials disclosed by, or at the direction of, the Disclosing Party to the Receiving Party, regardless of whether such disclosure is a result of, or in connection with, the Relationship.
2. Non-Disclosure and Non-Use of Confidential Information: The Receiving Party shall use the Disclosing Party’s Confidential Information only for the purpose of evaluating the Relationship and for the purposes of the ongoing Relationship, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved of in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party’s proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party may disclose the Disclosing Party’s Confidential Information to its affiliates, employees and consultants (“Representatives”), in each case only if such Representatives have a need to know, and provided that such Representatives (i) use the Confidential Information for the purposes of the Relationship only, and (ii) are bound to protect the Confidential Information as required hereunder. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information. The Receiving Party agrees not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party’s Confidential Information and which are provided to the Receiving Party hereunder. The Parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
3. Limitations. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - 3.1. the Receiving Party can demonstrate is in its possession or control prior to the earlier of the Effective Date or the beginning of the Relationship;

- 3.2. is or becomes publicly known, through no wrongful act of the Receiving Party;
  - 3.3. the Receiving Party can demonstrate was developed independently by Receiving Party without reference to the Confidential Information; or
  - 3.4. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that (except to the extent the same would be unlawful or in violation of the warrant, subpoena or order requiring disclosure) before making such disclosure, the Receiving Party shall give the Disclosing Party an adequate opportunity to interpose an objection and/or take action to assure the confidential handling of such information.
4. Defend Trade Secrets Act Disclaimer. Nothing in this Agreement is intended to discourage or restrict Receiving Party from reporting any theft of trade secrets pursuant to the Defend Trade Secrets Act of 2016 ("DTSA") or other applicable state or federal law. The DTSA prohibits retaliation and civil or criminal liability in connection with the disclosure of trade secrets, so long as any such disclosure is made either (i) in confidence to an attorney or a federal, state, or local government official and solely to report or investigate a suspected violation of the law, or (ii) under seal in a complaint or other document filed in a lawsuit or other proceeding. Nothing in this Agreement shall limit, curtail or diminish the Disclosing Party's statutory rights under the DTSA, any applicable state law regarding trade secrets, and/or common law.
  5. Right to Confidential Information; Ownership. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of the Disclosing Party. The Receiving Party, upon the written request of the Disclosing Party at any time, shall promptly return or destroy all tangible Confidential Information of the Disclosing Party in its possession, and no such Confidential Information shall thereafter be retained in any form by the Receiving Party. The Receiving Party shall be fully responsible for the return or destruction of all Confidential Information disclosed to its Representatives. The Receiving Party understands, acknowledges and agrees that the Confidential Information is the sole and exclusive property of the Disclosing Party and its successors and assigns and that in the event of a termination of the Relationship, Receiving Party agrees not to, directly or indirectly, disclose or remove from the Disclosing Party's premises, any Confidential Information.
  6. No Obligation; No Warranty. Nothing herein shall obligate the Parties to proceed with any transaction between them, and each party reserves the right, in its sole and absolute discretion, to terminate the Relationship unless otherwise agreed to in writing prohibiting such termination. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION AND RECEIVING PARTY AGREES THAT DISCLOSING PARTY AND ITS EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY TO RECEIVING PARTY RESULTING FROM ANY USE OF THE INFORMATION BY RECEIVING PARTY.
  7. Term and Termination. This Agreement shall become effective on the date first set forth above and shall continue as long as the Relationship continues or such Relationship is terminated. Either Party may terminate this Agreement earlier, without cause, upon written notice to the other at the address set forth herein below; however, the confidentiality obligations will survive expiration or termination of the Agreement for a period of three (3) years from the date of such expiration or termination.
  8. Miscellaneous. This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any and all prior agreements, understandings or discussions with respect to the subject matter hereof; (b) shall not be construed to create any obligation on the part of either Party to retain the services of or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed and delivered by the Parties; (c) may not be amended or in any manner modified except in a writing signed by the Parties; and (d) shall be governed and construed in accordance with the laws of the State of **Mississippi** without regard to the principals of conflicts of law. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. Without prejudice to the rights and remedies otherwise available

to the Parties, the Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or their respective Representatives and, accordingly, that either party shall be entitled to seek equitable relief, including injunctive and specific performance, if either Party or any of their respective Representatives breaches or threatens to breach any of the provisions of this Agreement. If any legal proceedings are commenced by one Party relating to the other Party's breach of this Agreement, the prevailing Party in that proceeding or those proceedings shall be entitled to its reasonable attorneys' fees. Any and all disputes arising under or related to this Agreement shall be adjudicated exclusively in **Reynoldsburg, OH**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute the same agreement. In the event any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

*[Signature Page to Follow]*



IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative.

**“DISCLOSING PARTY”**

**Matthews Real Estate Investment Services, Inc.,  
a Delaware corporation**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** 1600 West End, Ste 1500  
Nashville, TN 37203

**“RECEIVING PARTY”**

**Broker:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Broker’s Client:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_