



THE BROWN GROUP
PROPERTIES



405.607.1311

6001 NW Expressway
Oklahoma City, OK 73132



The Brown Group Real Estate, LLC Business Evaluation Non-Disclosure/Confidentiality Agreement

This Nondisclosure agreement (the "Agreement") is entered into by and between and _____ collectively referred to as the "parties" for the purpose of preventing the unauthorized disclosure of business information furnished/shared between the parties for the purpose of evaluation. The parties agree to enter into a confidential relationship with respect to the disclosure by one or each (the "Disclosing Party") to the other (the "Receiving Party") of certain proprietary and confidential information (the "Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. The parties recognize and acknowledge the competitive value and confidential nature of internal, non-public financial and business information now and hereafter furnished to or obtained from each other or our representatives relating to the business and affairs, as well as the damage, which could result to the business if any of this information, is disclosed to any third party.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Negotiation Disclosure. Without prior written consent of both parties, neither party nor its representatives will disclose to any person either the fact that discussions, evaluation or negotiations are taking place, including the status thereof except as may be required by law.



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4. **Obligations of Receiving Party.**

x Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

x Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. However, such information may be disclosed to accountants, attorneys and other confidential advisers who need to know such information for the purpose of assisting in evaluation of the business opportunity, which will be advised of the confidential nature of such information.

x Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

x In the event that the business evaluation does not proceed to the next phase, parties shall promptly re-deliver all written Material and any other material containing or reflecting any information of the business and will not retain any copies, extracts or other reproductions of such written material.

5. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

6. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

7. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

8. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.



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9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. All materials furnished by either party after the date hereof shall be subject to the terms of this agreement. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

By: _____

Printed Name: _____

Title: _____

Dated: _____

