

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement is made _____, 201_, by and between _____, _____, _____, _____, telephone ____-____-____, email _____ (and persons/entities under his/her/its/their control or relations within the fourth degree of consanguinity, referred to as "**Other Party**"), and Alexander Tiffany Southwest, LLC, its affiliate, Coldwell Banker Commercial Southwest Partners (collectively referred to as "**CBC**") each individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

Whereas the **Parties** are interested in sharing confidential information in order to evaluate and discuss a potential purchase of a business interest, real estate or establish other relationships regarding the American Public Storage, U-Haul & Fed Ex Business Service listing in Billings, MO ("**Relationships**"); Now therefore, in consideration of the mutual promises made herein and for other valuable consideration, the **Parties** mutually agree as follows:

1. **Confidential Information.** Confidential information are defined to include information regarding any **Relationships** that are provided by one **Party** to the other provided the information is not known to the general public. Such information includes, but is not limited to the following: financial, business, debt, equity, legal, and tax information as well as customer lists and marketing plans. Confidential information shall not include: (a) Information that is in the public domain; (b) Information that the **Party** possessed prior to receipt from the other **Party**; or (c) Information developed independently by either **Party** without the aid of the Confidential Information.
2. **Non Disclosure.** The **Parties** may provide to each other Confidential Information for the purposes of evaluating potential **Relationship**. This information shall not be utilized or disclosed by either **Party** for any purpose other than evaluating, discussing and, if so elected, making a purchase offer, an investment or other contractual agreement.
3. Both **Parties** specifically warrant they will not disclose the information to any person or entity that has not signed a confidentiality agreement with such **Party** that provides at least as much protection as this agreement. The **Parties** further warrant they shall not use, or allow a third party to use, the Confidential Information to compete with the other **Party**.
4. Both **Parties** agree that, should a court or mutually selected mediator or arbitrator determine in a final order that a **Party** breached the terms of this agreement, that **Party** shall, in addition to other remedies awarded by such court, mediator or arbitrator, reimburse the other **Party** and other damaged persons or entities for costs and expenses incurred in enforcing this agreement (including, without limitation, reasonable legal fees and expenses.)
5. This agreement is governed by the laws of Texas and venues in Brazos County, Texas.

Other Party

CBC