

# CONFIDENTIALITY AGREEMENT



Kenneth Carriero, CCIM  
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Please select

- MO - Sumpter County, FL - CLASS A | \$17.25M
- BT - Tampa Bay MSA - CLASS C | \$7.5M
- LC - Pinellas County, FL - CLASS C | \$3.8M
- OH - Indian River County - CLASS C | \$1.1M
- SB - Grayston County, TX - CLASS B | \$5.5M
- RS - Tampa Bay MSA - CLASS B | \$5.0M
- LW - Polk County, FL - CLASS B | \$4.5M
- HC - Polk County, FL - CLASS B | \$6.25M

**TOURS OF THE PROPERTY OR CONTACT WITH THE STAFF SHOULD NOT BE CONDUCTED WITHOUT PRIOR WRITTEN APPROVAL OF COLLIERS INTERNATIONAL.**

Agreement between Colliers International (Broker) and

\_\_\_\_\_ (“Reviewer”)

Whereas, Owner/Seller is disclosing to Reviewer certain confidential information pertaining to business ventures and properties under the authority of the Owner/Seller and exclusive right to sell the subject property; and

Whereas, Reviewer acknowledges that these matters and items are being received in confidence;

Therefore, Reviewer agrees as follows:

Not to divulge, communicate or disclose, except as may be required by law or for the performance of any agreement entered into by the parties, or use to the detriment of the other, or for the benefit of any other person or persons or misuse in any way, any confidential information or trade secrets concerning the subject matter hereof, including personnel information, know-how, patient lists, financing, reimbursement or other information.

Notwithstanding any other provision hereof to the contrary, this Agreement shall not apply to any information or material to the extent that such information or material:

- (a) Was already known by Reviewer at the time that it was disclosed;
- (b) Is then or thereafter becomes generally available to the public without any breach of Reviewer confidentiality obligation hereunder;
- (c) Is independently developed by Reviewer; or
- (d) Is made available to Reviewer from another lawful source.

Further, notwithstanding any other provision hereof to the contrary, Broker/Owner hereby acknowledges that Reviewer anticipates consulting with professionals and advisors during its due diligence and will provide those professionals and advisors with copies of the confidential information provided by Owner subject to the provisions hereof. The term of this Agreement shall terminate on the third anniversary hereof.

Neither this Agreement nor performance by Reviewer hereunder constitutes an offer by Reviewer to purchase, or a solicitation by Reviewer of an offer to sell, any assets.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Dated: \_\_\_\_\_

Signature: \_\_\_\_\_ Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_