COMMERCIAL REAL ESTATE CONFIDENTIALITY, NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This Confidentiality, Non-Disclosure & Non-Circumvention Agreement ("Agreement") is entered into as of _____, **2026**, by and between:

Broker: Andrew Southard, Broker Berkshire Hathaway HomeServices Newlin-Miller, REALTORS

Representing Seller/Owner of the Property described below.

KCM & GBM, Inc.
848 W Johnson Dr.
Terre Haute, IN 47802

Prospective Purchaser/Tenant ("Recipient"):

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Property Address: 848 W. Johnson Drive Terre Haute, IN 47802

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1. Purpose

Broker is the exclusive representative of the Seller regarding the marketing and disposition of the Property. Recipient desires confidential information solely for evaluating a possible purchase, lease, or investment.

2. Confidential Information

Confidential Information includes, but is not limited to:

- Offering Memorandum
- Rent Roll
- Operating Statements
- Profit & Loss Statements
- Tax Returns
- Existing Leases
- Tenant Contact Information

- Financial Statements
- Environmental Reports
- Surveys
- Engineering Reports
- Appraisals
- Utility Information
- Vendor Contracts
- Maintenance Records
- Property Management Information
- Insurance Information
- Title Information
- Purchase Discussions
- Letters of Intent
- Electronic Data Room Contents
- Any information marked confidential or reasonably understood to be confidential.

3. Confidentiality

Recipient agrees to:

- Keep all Confidential Information strictly confidential.
- Use the information solely to evaluate the Property.
- Not copy, distribute, publish, or disclose the information except to attorneys, accountants, lenders, investors, consultants, or employees with a legitimate need to know who are bound by similar confidentiality obligations.
- Exercise commercially reasonable care in safeguarding all information.

4. Non-Circumvention

Recipient shall not, without Broker's prior written consent:

- Contact the Seller directly.
- Contact any tenant.
- Contact any employee.

- Contact any vendor.
- Contact property management.
- Contact contractors.
- Contact lenders.
- Contact governmental agencies regarding the Property (except for public records requests).
- Attempt to negotiate directly with Seller.
- Encourage tenants to terminate or renegotiate leases.
- Interfere with Broker's exclusive listing agreement.

Recipient agrees all communications concerning the Property shall be conducted through Broker unless Broker authorizes otherwise in writing.

5. Broker Protection

Recipient acknowledges Broker is the procuring cause of Recipient's introduction to the Property.

Recipient agrees not to circumvent Broker in any future transaction involving the Property during the term of this Agreement and for twenty-four (24) months following expiration of Broker's listing agreement if Recipient was introduced to the Property through Broker.

Nothing contained herein modifies any commission obligations contained in a purchase agreement or separate brokerage agreement.

6. No Solicitation

Recipient shall not solicit or hire employees of the Seller, Property Manager, or any business operating at the Property for twelve (12) months following disclosure without prior written consent.

7. Due Diligence

Recipient understands:

- Seller has not guaranteed the accuracy or completeness of any information.
- Recipient is responsible for conducting independent inspections and due diligence.
- Information may change without notice.

8. Return of Materials

Upon request, Recipient shall promptly return or destroy all confidential materials, including:

- Printed documents
- Electronic files
- Notes
- Financial analyses
- Underwriting models
- Photographs
- Copies

Recipient may retain one archival copy solely for legal or regulatory compliance.

9. Exclusions

Confidential Information does not include information that:

- becomes public through no fault of Recipient;
- was already known by Recipient without restriction;
- is received lawfully from another source without confidentiality obligations; or
- is independently developed without use of the Confidential Information.

10. No Obligation

Nothing in this Agreement obligates Seller or Broker to sell, lease, negotiate, or continue negotiations.

Seller may reject any proposal at any time.

11. No Agency

Execution of this Agreement does not create an agency, partnership, joint venture, fiduciary relationship, or exclusive negotiation rights.

12. Remedies

Recipient acknowledges unauthorized disclosure or circumvention may cause irreparable harm.

Broker and Seller shall be entitled to:

- Temporary restraining orders
- Preliminary and permanent injunctions
- Specific performance
- Recovery of actual damages

- Recovery of reasonable attorney's fees and court costs where permitted by law

These remedies are cumulative.

13. Governing Law

This Agreement shall be governed by the laws of the State of Indiana.

Venue shall lie exclusively in the state or federal courts located in Indiana.

14. Electronic Signatures

Electronic signatures and electronically transmitted copies shall be deemed originals.

15. Term

The confidentiality obligations shall survive for five (5) years following execution of this Agreement.

The non-circumvention obligations shall survive for twenty-four (24) months after the Recipient's last receipt of Confidential Information.

16. Entire Agreement

This Agreement constitutes the entire agreement concerning confidentiality and supersedes all prior discussions regarding the subject matter.

Recipient Certification

Recipient certifies that:

☐ Recipient is acting as a principal.

☐ Recipient is acting through a licensed real estate broker.

Broker Name: _____

Company: _____

License Number: _____

State: _____

Listing Broker

Brokerage: Berkshire Hathaway HomeServices Newlin-Miller, REALTORS

Agent: Andrew Southard

Phone: 812-249-6623

Email: andrew@newlin-miller.com

Signature: Andrew Southard

Date: 8/10/2026

Recipient

Name: _____

Company: _____

Signature: _____

Title: _____

Date: _____