

Non-Disclosure Agreement (the “Agreement”)

In consideration of VANAK Realty agreeing to provide information on the following projects or investment opportunities (“Projects”)

The undersigned agrees to the following;

1. To treat confidentially all information furnished by VANAK Realty, whether provided before or after the date of this Agreement, whether provided orally, in writing or gathered by inspection and regardless of whether the information has been specifically identified as confidential, collectively the (“Evaluation Material”)
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of investing funds, leasing or purchasing in the Project the undersigned agrees that the Evaluation Material will not be used in any way detrimental to the seller or their principals. The undersigned will ensure that such information will be kept permanently confidential by the undersigned, its directors, officers, employees and representatives and that these individuals shall be informed by the undersigned of the confidential nature of such information and shall always be directed to treat such information confidential.
3. That if at any time, the undersigned considers a transaction, which would involve participation directly or indirectly by a third party, the undersigned shall so advise the seller and Vanak Realty and agrees not to discuss the Evaluation Material with the third party until written consent has been obtained and the third party has entered into an Agreement.
4. The undersigned further agrees to ensure that any of its directors, officers, employees and representatives will not, without prior written consent from the seller or Vanak Realty, disclose to any persons either the fact that there are discussions or negotiations taking place concerning a possible transaction, nor disclose any of its terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
5. The term “person” as used in this Agreement shall be interpreted to include without limitation any corporation, company, partnership and or individual.
6. That upon request by the seller or Vanak Realty, the undersigned agrees to promptly return all Evaluation Material and notes relating to the Project without retaining copies.
7. The undersigned agrees and accepts that neither VANAK Realty, the seller, their associates nor principals make representation or warranties as to the accuracy or completeness of the Evaluation Material and that neither Vanak Realty, the seller, their associates, nor their principals shall have any liability to the undersigned or any of its representatives resulting from the use of such Evaluation Material.

DATED at _____ this _____ day of _____ 20_____

Corporate Name (Print) _____

Officer’s Signature _____ Phone Number: _____