



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**"), dated \_\_\_\_\_, 2021, is executed by \_\_\_\_\_, a \_\_\_\_\_ ("**Recipient**"), as an inducement for Indian Rocks Plaza & Storage, and its affiliates (collectively, "**Indian Rocks Plaza**") to disclose to Recipient non-public, confidential, or proprietary information concerning Indian Rocks Plaza's business and/or properties for use by Recipient in engaging, or exploring the possibility of engaging, in one or more mutually beneficial business transactions concerning Indian Rocks Plaza's owned or leased commercial real estate in the location(s) identified in **Schedule 1** hereto (collectively, the "**Property**").

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient hereby covenants to Indian Rocks Plaza as follows:

1. **Use and Dissemination.** Recipient shall (i) maintain the confidentiality of Indian Rocks Plaza's information and materials, in any form whether oral or written, that may be reasonably understood, from the nature of the information itself and/or the circumstances of disclosure, to be confidential and/or proprietary to Indian Rocks Plaza's ("**Confidential Information**"); (ii) take reasonable action to prevent the unauthorized disclosure of Confidential Information, including without limitation at least the action that Recipient takes to protect the confidentiality of its comparable confidential or proprietary information; (iii) carefully restrict access to Confidential Information to Recipient's: (a) officers and employees who are subject to non-disclosure restrictions at least as protective as those in this Agreement and who need such access to participate on Recipient's behalf in the analysis and negotiation of a business relationship or any agreement with Indian Rocks Plaza, and (b) legal counsel, certified public accountants, or other professional advisers having a need to use or evaluate the Confidential Information for the contemplated transaction, provided they agree to abide by the terms of this Agreement; and (iv) use the Confidential Information only for the business relationship with Indian Rocks Plaza. Recipient will be liable for the improper use or disclosure of Confidential Information by anyone with whom it shares the Confidential Information. Recipient acknowledges that, except as the parties may otherwise agree in writing, Indian Rocks Plaza has no obligation to (x) grant to Recipient any right or interest in any part or all of the Property or the Confidential Information, (y) give Recipient any right to market any of the Property; or (z) enter into any further agreement or participate in any transaction.

2. **Exclusions.** Recipient shall have the right to disclose Confidential Information as necessary (i) in any statement or testimony pursuant to a subpoena or court order, (ii) to a governmental body, regulatory agency or other authority having jurisdiction over Recipient; and (iii) as may otherwise be required by law. There is no obligation to protect the confidentiality of any information or materials which: (a) were available or in possession of Recipient prior to disclosure to Recipient by or on behalf of Indian Rocks Plaza, or (b) are or become publicly available other than as result of a disclosure by or through Recipient, or (c) are or become available to Recipient on a non-confidential basis from a third party not bound by a confidentiality agreement with Indian Rocks Plaza.

3. **Term.** All Confidential Information disclosed by or on behalf of Indian Rocks Plaza shall remain the property of Indian Rocks Plaza, and as soon as possible upon Indian Rocks Plaza's request or upon abandoning pursuit of the contemplated transaction, all documents in the possession or under the control of Recipient containing or reflecting Confidential Information shall be promptly destroyed (with certification of destruction given to Indian Rocks Plaza upon Indian Rocks Plaza request), except the following but only to the extent not accessible in the course of daily business: (i) electronic mail back-up records kept for information security and disaster recovery, (ii) documents required to be maintained by law or court order, and (iii) copies required for audit or other internal policies. Notwithstanding any such actions, Recipient will continue to be bound by its obligations of confidentiality hereunder. The obligations of Recipient under this Agreement shall continue and survive for one (1) year after the execution of this Agreement.

4. **Remedies.** In addition to all other available remedies, Indian Rocks Plaza shall be entitled to both preliminary or permanent injunctions to prevent a breach of this Agreement since any misuse or misappropriation of Confidential Information may cause Indian Rocks Plaza irreparable harm which may be difficult or impossible to measure.

5. **Errors and Omissions.** Recipient acknowledges and accepts that: (i) Indian Rocks Plaza disclaims any express or implied representations or warranties about the accuracy or completeness of the Confidential Information, (ii) that Indian Rocks Plaza shall have no liability for any errors or omissions therein, (iii) nothing herein entitles Recipient to receive any Confidential Information beyond that which Indian Rocks Plaza elects to provide, and (iv) Recipient is aware that Indian Rocks Plaza is not making available to Recipient all of Indian Rocks Plaza's records concerning the Property.

6. **General.** This Agreement may be delivered to Indian Rocks Plaza via email or other electronic transmission C/O Pat Marzulli at [pat.marzulli@colliers.com](mailto:pat.marzulli@colliers.com) and/or Marcia Taylor at [marcia.taylor@colliers.com](mailto:marcia.taylor@colliers.com) and Recipient's signature(s) so transmitted (such as via e-mail in pdf format) shall be binding upon Recipient with the & Storage, C/O Colliers International at 311 Park Place Boulevard, Ste. 600, Clearwater, FL 33759 (attn: Pat Marzulli), and Colliers International, shall send any notices concerning this Agreement to Recipient at the address below. This Agreement is not assignable or transferable by Recipient. This Agreement shall be governed by and construed in accordance with Ohio law.

Recipient's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recipient:

\_\_\_\_\_

Signed By: \_\_\_\_\_ \*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* MUST BE SIGNED BY AN OFFICER OF RECIPIENT

**Schedule 1**

1. Indian Rocks Plaza & Storage at 14680 118th Ave., Ste 6, Largo, FL 33774