

NONDISCLOSURE AGREEMENT

1	Buyer(s) _____
2	Buyer's Agent(s) _____
3	Seller(s) _____
4	Seller's Agent(s) _____
5	Property Address or Tax ID # _____
6	_____ (the "Property")

7 Buyer and Buyer's Agent ("Recipient") have asked Seller to provide certain information about the Property to Recipients. Seller and Recipients are entering into
8 this Nondisclosure Agreement ("Agreement") and will adhere to the following:

- 9 **1. DELIVERY OF CONFIDENTIAL INFORMATION:** All the information regarding the Property that Seller delivers to Recipients – whether orally, in writing,
10 or by other means – is referred to in this Agreement as "Confidential Information."
- 11 **2. RECIPIENT'S OBLIGATIONS:** Recipients agree that the Confidential Information is confidential and proprietary to Seller. Recipients will not use the
12 Confidential Information other than for the purposes of evaluating the Property; will not publicize anything about the Property, this Agreement, or the fact
13 that discussions are being held with Seller; and will disclose Confidential Information only to persons with a specific need to know and from whom
14 Recipient obtains a written agreement of confidentially substantially in the form of this Agreement. Confidential Information furnished in tangible form will
15 not be duplicated by Recipients, except for purposes of this Agreement. Within ten (10) days of Seller's request, Recipients will return all Confidential
16 Information received in tangible form.
- 17 **3. TERM:** The obligations of Recipients will be effective from the date Seller first discloses any Confidential Information to either of the Recipients and will
18 continue for ____ days. The obligation not to disclose will be subject to any court order or procedure, whether initiated by or against either of the
19 Recipients, but not by the rejection of any agreement between Seller and Recipients.
- 20 **4. EXEMPT INFORMATION:** Recipients will have no obligation regarding Confidential Information that is or becomes publicly available without breach of
21 this Agreement by either of the Recipients or is developed by Recipients without breach of this Agreement. Information disclosed by either of the
22 Recipients with Seller's prior written approval will not be considered Confidential Information.
- 23 **5. MISCELLANEOUS:** This Agreement will be governed and construed under the laws of the State of Oregon without regard to conflicts of law. The party's
24 consent to the exclusive jurisdiction and venue of the federal and state courts located in Oregon in any action arising out of or relating to this Agreement.
25 If Recipient breaches or threatens to breach this Agreement, Seller may obtain all equitable and other relief necessary to protect Seller. This Agreement
26 may be modified only in writing signed by both parties. Recipient may not assign this Agreement or any interest herein without Seller's express prior
27 written consent. If any term of this Agreement is held by a court to be invalid or unenforceable, the remainder of this Agreement will be interpreted so as
28 best to achieve the intent of the parties. Any notice required by this Agreement, or given in connection with it, will be in writing and given to the appropriate
29 party at a known email or physical address. A party's failure to insist in any instance upon strict performance by the other party will not be construed as
30 a waiver. In a dispute arising out of or related to this Agreement, the prevailing party may collect from the other party its reasonable attorney fees and
31 costs and necessary expenditures. Electronic transmission of any signed original document, and retransmission of any signed transmission, will be the
32 same as delivery of an original.

33 Buyer _____ Date _____ a.m. _____ p.m. ←

34 Buyer _____ Date _____ a.m. _____ p.m. ←

35 Seller _____ Date _____ a.m. _____ p.m. ←

36 Seller _____ Date _____ a.m. _____ p.m. ←

37 Buyer's Agent _____ Seller's Agent _____