

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_, 2020 by \_\_\_\_\_ ("\_\_\_\_\_"), and Peak \_\_\_\_\_. ("Peak") collectively referred to as "the parties."

### **RECITALS**

WHEREAS, the parties are interested in evaluating and exploring a business relationship or transaction between them described as 600 Brea Mall; WHEREAS, in connection with these evaluations, the parties have provided and/or will be providing each other with Confidential Information (as hereinafter defined); and WHEREAS, the parties desire to protect their Confidential Information and preserve the confidential and proprietary nature of the Confidential Information, the party disclosing information to the other shall be referred to as the "Disclosing party" and the party receiving that information shall be referred to as the "Receiving party"

NOW, THEREFORE, in consideration of the parties offering each other the opportunity to evaluate potential business relationships with each other, the parties, intending to be legally bound, agrees as follows:

### **AGREEMENT**

THEREFORE, in consideration of the foregoing, the parties agree as follows:

#### **1. Definitions.**

"**Disclosing Party**" shall mean Peak also includes any other person acting on behalf of the Disclosing Party, when providing Confidential Information regarding a possible transaction to Receiving Party or to any person acting on behalf of Receiving Party;

"**Receiving Party**" shall mean \_\_\_\_\_, who is receiving the Confidential Information, also includes any person or entity acting on behalf of Receiving Party, who is receiving the Confidential Information;

**2. Confidential Information.** For purposes of this Agreement, the term "**Confidential Information**" means any business, financial, or technical information or data in any form or medium, tangible or intangible, used in or relating to the properties, business activities, or operations of the Disclosing Party which is actually disclosed, either orally or in writing, by the Disclosing Party to the Receiving Party, whether before or after the date of this Agreement, whether machine or user readable, including, without limitation. "Confidential Information" shall not include information which is (i) publicly available without breach by the Receiving Party of its obligations to the Disclosing Party under this Agreement; (ii) known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) known to the Receiving Party from a source other than the Disclosing Party, provided that source is not bound by a confidentiality or similar agreement with the Disclosing Party or otherwise prohibited from transmitting such information; (iv) independently developed by the Receiving Party; (v) disclosed by the Disclosing Party to a third party free of any duty of confidentiality on the third party

**3. Treatment of Confidential Information.** Disclosure of the Confidential Information may only be made to employees of the Receiving Party who are directly involved in the transaction that is the subject matter of this Agreement. The Receiving Party agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in confidence, and to use the Confidential Information solely in furtherance of, and in connection with purpose or use described above. The Receiving Party further agrees that all Confidential Information will be kept confidential by itself and shall not be disclosed to or used by Receiving Party or any third party without the prior written consent of the Disclosing Party.

**4. Return of Confidential Information.** The Receiving Party agrees that it shall promptly deliver to the Disclosing Party all written Confidential Information and any other written material containing or reflecting Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such written material upon Peak's request. All documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party, based on the information included in the Confidential Information shall be promptly destroyed. Notwithstanding the return or destruction of any Confidential Information, the Receiving Party shall continue to be bound by its obligations of confidentiality and other obligations hereunder.

**5. Governing Law, Jurisdiction.** This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in California. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

**6. Status of Parties.** Nothing in this Agreement shall be construed to place the parties in the relationship of joint venturers, partners, associates, or principal and agent without a separate agreement to that effect.

**7. Term.** This Agreement will continue in full force and effect for a thirty six (36) months from the date of execution of this agreement.

THE PARTIES AGREE THAT THE OBLIGATIONS SET FORTH HEREIN ARE BINDING COMMITMENTS OF THE PARTIES TO THE EXTENT SET FORTH HEREIN; HOWEVER, THESE COMMITMENTS DO NOT BIND ANY PARTY TO PROCEED WITH ANY OTHER COOPERATIVE ACTIVITIES OR AGREEMENTS.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date set forth above.

<b>Receiving party</b>	<b>Disclosing party</b>
	Century 21 PEAK
<b>Company name</b>	<b>Company name</b>
	11011 Balboa Blvd., Granada Hills, CA 91344
<b>Address</b>	<b>Address</b>
	Dong Kyu Min
<b>Printed name</b>	<b>Printed name</b>
<b>Signature</b>	<b>Signature</b>
	Broker Associate
<b>Title</b>	<b>Title</b>