

Confidentiality Agreement

Facility ID(s) _____

This Confidentiality Agreement is between Haris & Company
and _____ (“Interested Party”)

Whereas, Interested Party is seeking access to confidentially held information relating to senior housing facilities (a “Facility” or “Facilities”) and/or to sales comparables information which is not generally known to the public or to other persons who can obtain economic value from its disclosure or use (collectively, “Confidential Information”) and which is the subject of reasonable efforts by Haris & Company and the owners of the Confidential Information to maintain its secrecy, and;

Whereas, “Confidential Information” does not include information that a) becomes publicly known from other sources through no fault of Interested Party or breach of this agreement by Interested Party or b) was already in possession of Interested Party or) is disclosed to Interested Party by a third party who is not under any obligation of confidentiality or d) is independently developed by Interested Party, and;

Whereas, Interested Party acknowledges that onsite tours of any Facility will only be conducted by Haris & Company or at its direction and further acknowledges that the staff and residents of the Facilities are unaware of the potential sale of the Facilities, and;

Whereas, Interested Party has or is seeking to have for Interested Party’s use a Password and User ID on Haris & Company’s website to gain access to Confidential Information, and when gaining access Interested Party agrees to acknowledge the continuing application of this agreement by clicking on appropriate icons on Haris & Company website, and;

Whereas, as a condition to access to the Confidential Information and use of the password, Interested Party and Haris & Company have entered into this agreement;

Now, therefore, the Interested Party agrees as follows:

1. In consideration of the terms and conditions herein and for other valuable consideration, receipt of which is hereby acknowledged, Interested Party is hereby granted a non exclusive, revocable, nontransferable right and license to access and use Confidential Information.
2. Interested Party agrees that Confidential Information derives independent economic value, actual or potential, from not being generally known to the public, or to other persons who can obtain economic value from its disclosure or use, and is the subject of reasonable efforts under the circumstances to maintain its secrecy.
3. For a period of one (1) year following the receipt of the Confidential Information, Interested Party agrees not to divulge, communicate or disclose to others any Confidential Information and to use the Confidential Information for Interested Party’s evaluation purposes only and in Interested Party’s interest only. Confidential Information may be internally disclosed only to

those of Interested Party's officers, directors, employees, managers, partners, or professionals that need to know the information contained therein for the purpose of evaluating a possible purchase or sale of a Facility by Interested Party.

5. If demanded, Interested Party agrees cease using and to destroy or promptly redeliver to Haris & Company, all Confidential Information and any notes or material containing information based on the Confidential Information.

6. Interested Party agrees that if required by law in any legal proceeding to disclose Confidential Information, Interested Party shall promptly 1) notify Haris & Company of said requirement and take such action to protect the confidentiality of the information and 2) provide Haris & Company with a copy of all relevant documents, subpoenas and the like and 3) agrees not to oppose any action by Haris & Company, or the Owner of the Confidential Information to obtain an appropriate protective order or other relief.

7. The password issued to the Interested Party signing this Confidentiality Agreement is a unique key to access Confidential Information. Use of the Password is a privilege and not a right and may be revoked at any time without notice. The Password shall be for the sole use of the Interested Party and for no other person.

8. Interested Party agrees that if the Interested Party changes affiliations, reorganizes its business or brings in new principals, or leaves employment or becomes a broker, agent or finder, the Interested Party will notify Haris & Company at the earliest possible opportunity, and cease using the password and the Confidential Information. Interested Party may reapply to be an Interested Party and to receive a new password, but Interested Party acknowledges that prior status as an Interested Party does not mean, guarantee or assure that Interested Party status or a password will be obtained or permitted at any time in the future.

9. This Confidentiality Agreement is made and entered into under the Laws of the State of California and shall be interpreted, governed, and enforced under and pursuant to said Laws.

10. The parties agree that any suit or proceeding at law or in equity arising out of or relating to this Confidentiality Agreement or the interpretation of it or any of its terms may be brought in a court located in San Francisco, California.

11. Actual or threatened misappropriation or dissemination or misuse of the information which is transmitted to or received by the Interested Party or other breach of this agreement may be enjoined in the Superior Court of the State of California for the City and County of San Francisco California and the United States District Court for the Northern District of California. In the event of a breach or a threatened breach by Interested Party of any obligations under this agreement, Interested Party hereby agrees that Haris & Company and/or the owner of the information do not have an adequate remedy at law, and shall suffer irreparable harm. Therefore, Interested Party agrees that in addition to any other remedy at law or in equity, Haris & Company and or the owner shall be entitled to obtain in a court of law or equity: (i) a temporary restraining order and/or preliminary and permanent injunction restraining any further breach or threatened breach of such covenant or covenants, and (ii) damages as may be appropriate. . In no event shall Haris & Company be liable for any losses, demands, claims, damages, loss of profits or goodwill, loss of business, loss of data or any other direct or indirect or consequential loss or damage arising from or related to this agreement, the information exchanged, the website or its use by you.

12. By clicking below, you agree to indemnify, hold harmless and defend Haris & Company for any breach by you of any of the terms and conditions of this Agreement and from any claim, demand, action or lawsuit arising out of this agreement, the information exchanged, or the use or misuse of the website by you.

13. This Agreement is for the benefit of the parties hereto and the owner of the Confidential Information.

14. This Agreement constitutes the entire agreement between the parties regarding the terms and conditions of the Interested Party's access and use of Confidential Information, and it supersedes all prior negotiation, representations or agreements between them regarding the same, whether written or oral.

15. If any term or provision of this Agreement or the application thereof to the parties or any other person be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Haris & Company or any other person or circumstances other than as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. Execution and return of this agreement does not create any right to receive or obligation to provide access to Confidential Information. Haris & Company may, from time to time, in its sole discretion, modify within the general scope of this Confidentiality Agreement, the structure, content, type and extent of access to Confidential Information or use of the Password or terminate such access entirely.

17. A facsimile transmission of a signature below shall be a duplicate original and shall be effective for all purposes.

By signing below, Interested Party agrees to the foregoing.

Interested Party Signature

Date

Print Name

Email

Address

Telephone

Accepted by Haris & Company

Date

Please email to truecontrol@harisconfidential.com or fax to (415) 989-5580