



## ACKNOWLEDGMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Acknowledgement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as Prospect.

Whereas Walmart is the seller of the property(ies) commonly known as (indicate properties of interest by placing a checkmark on the line before the property location):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> St. Petersburg, Florida | <input type="checkbox"/> Lumberton, North Carolina | <input type="checkbox"/> Dallas, Texas (Wheatland) |
| <input type="checkbox"/> Liberal, Kansas         | <input type="checkbox"/> Wadesboro, North Carolina | <input type="checkbox"/> Houston (Cypress), Texas  |
| <input type="checkbox"/> Lafayette, Louisiana    | <input type="checkbox"/> Tigard, OR (Strip Center) | <input type="checkbox"/> San Antonio, Texas*       |
| <input type="checkbox"/> Grandview, Missouri*    |  |  |

\* Indicates the property is currently under contract.

Whereas Prospect is a(n) \_\_\_\_\_ (individual, corporation, limited liability corporation, etc.) with an address shown below: \_\_\_\_\_

Whereas, Walmart wishes to disclose the following information to Prospect for purposes of negotiation (1) Rent Roll, (2) Pro Forma and (3) Site Plan and Floor Plan.

Whereas, Prospect wishes to receive the information described above and considers this information confidential.

Whereas, the parties wish to reduce this Acknowledgement to writing.

NOW THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

- CONFIDENTIAL INFORMATION.** For the purposes of this Acknowledgement, "Confidential Information" shall mean all information concerning Walmart, its affiliates, subsidiaries, employees, suppliers and customers received by Prospect and/or Prospect's employees or agents that is not generally known in the industry which Walmart is or may become engaged, or which would logically be considered confidential and/or proprietary, or which would do Walmart harm if divulged to other parties. All Confidential Information shall be held in confidence by Prospect and/or Prospect's employees or agents and shall not be disclosed through any third party, and shall be protected with the same degree of care as Prospect normally uses in the protection of its own confidential and proprietary information. Prospect further agrees not to use Confidential Information received from Walmart for any purpose except as is necessary for the purpose of fulfilling Prospect's Agreement with Walmart and shall only disclose the Confidential Information to such of its representatives with a "need to know" such information. The restrictions herein shall not apply with respect to Confidential Information which (a) is already available to the public; (b) becomes available to the public other than as a result of unauthorized disclosure by Prospect; (c) is already known to Prospect as shown by written records in Prospect's possession at the time that the Confidential Information was received from Walmart; (d) is received by Prospect on a non-confidential basis from a third party lawfully entitled to disclose such information; or (e) disclosure of such Confidential Information is required by court order, regulation, or other legal process.
- PROPRIETARY INTEREST.** Nothing in this Acknowledgement shall be construed to grant Prospect a license to any Confidential Information disclosed.
- ORDERLY TERMINATION.** Upon the termination or expiration of this Acknowledgement, Prospect and Walmart shall immediately return to each other upon request all papers, programs, materials, documents and other properties of the other held by

each during the term of this Acknowledgement, including, without limitation, all written and electronic copies thereof, all storage devices on which any Confidential Information is stored, and all other materials containing or incorporating Confidential Information, including any and all excerpts, parts, portions, transcriptions, copies, facsimiles, and reproductions of Confidential Information.

4. **GOVERNING LAW.** In the event that any dispute arises hereunder, it is specifically stipulated that this Acknowledgement is executed, and therefore shall be construed, in accordance with and governed by the laws of the State of Arkansas and the United States of America. Any breach hereof by Prospect, Prospect's employees and/or agents shall entitle Walmart to all remedies available pursuant to such laws.
5. **TITLES.** The titles used herein are for convenience only and shall not be construed or interpreted in any of the provisions of this Acknowledgement and/or Addendums hereto.
6. **OFFERS.** No offer is considered accepted until the offer has been approved by Walmart's Realty Committee. Offers are not binding unless and until a fully negotiated agreement has been executed and delivered to both Prospect and Walmart.
7. **COMMISSIONS.** Prospect acknowledges that no commissions will be paid to a prospective buyer who also holds a real estate license or to brokers who are participating as principals in the purchase of the property(ies).
8. **INDEMNITY.** Prospect agrees to indemnify, defend and hold harmless Walmart and SRS Real Estate Partners from and against any and all losses, damages, cost and expenses, including reasonable attorneys fees, arising out of or in connection with any claim or suit asserted or brought by any broker, finder, agent or representative, for commissions, fees or other compensation, to the extent such claim or suit is based in whole or in part on dealings with or through Prospect, its directors, officers, employees, partners, agents or advisors.
9. **NO SUBSTITUTE FOR DUE DILIGENCE AND NO RELIANCE.** Neither Walmart nor any of its Representatives (including SRS Real Estate Partners) has made or makes any representation or warranty as to the accuracy or completeness of any of the Information furnished in connection with the Transaction. The Parties agree that Walmart and its Representatives shall not have liability to Prospect or its Representatives resulting from the provision of or use of the Information, the Information not reducing or limiting the duty of Prospect to perform independent due diligence. Prospect and its Representatives shall not rely on any portion of the Information in conducting Prospect's due diligence.
10. Walmart is an expressly intended third-party beneficiary of this Acknowledgement. Prospect agrees that Walmart's status as intended third-party beneficiary does not constitute or create a contractual relationship between Walmart and Prospect.

**THIS CONFIDENTIALITY ACKNOWLEDGEMENT IS TO BE EXECUTED BY THE PROSPECTIVE BUYER. It is not intended for brokers who may represent a client. Brokers should contact SRS Real Estate Partners to receive the appropriate registration form. The prospective buyer should execute the agreement and return it via email or facsimile.**

**AGREED AND ACKNOWLEDGED TO BY "PROSPECT":**

Prospect's Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**In order to receive property information, this Acknowledgement should be executed by the BUYING ENTITY and returned to SRS Real Estate Partners, Attn: Cody Persyn [cody.persyn@srsre.com](mailto:cody.persyn@srsre.com) or fax 281.661.3210**