



SWISS
COMMERCIAL
INVEST

Swiss Commercial Invest AG
Chaltenbodenstr. 4B
CH-8834 Schindellegi

Tel +41 43 888 10 48
Fax +41 43 888 10 44

www.swiss-ci.com
info@swiss-ci.com

Commercial Real Estate. Full Cycle.

CONFIDENTIALITY AGREEMENT

Swiss Commercial Invest AG (hereinafter "Declaring Party") submits

Company:

Name:

(hereinafter "Receiving Party") information about a property for sale (hereinafter "PROPERTY").

The Receiving Party wishes to receive information about the following PROPERTY:

Route du Château 34, 2520 La Neuveville

The Receiving Party declares as follows:

- 1) confidential information shall mean all information concerning the PROPERTY which is made available or has already been made available to the Receiving Party orally, in writing or in any other form with regard to or in connection with the PROPERTY. Likewise, the possibility and evaluation of the PROPERTY as such shall be deemed information. The term "information" does not include information that
 - a) is or becomes generally known, without such knowledge or disclosure being based on a breach of any legal provision or this confidentiality agreement.
 - b) is already known to the Receiving Party at the time of signing this confidentiality agreement, without such knowledge or disclosure being based on a violation of any legal provision;
 - c) is disclosed to the Receiving Party by a third party after the signing of this confidentiality agreement, without such disclosure by the third party being in breach of any legal provision or this confidentiality agreement; or
 - d) has been or will be produced independently by the Receiving Party without relying on information provided by the explaining party or its advisers.
- 2) the Receiving Party will keep all information strictly confidential and will use it only for the purpose of the evaluation and for no other purpose. The Receiving Party shall not make the information available to third parties, in whole or in part, without the written consent of the Declaring Party, subject to clause 4 below.
- 3) information and any notes and materials or copies thereof shall be kept secure and inaccessible to unauthorised persons by the Receiving Party.
- 4) The Receiving Party shall only make the information available to those of its employees and consultants who need it for the purpose of the evaluation. The Receiving Party shall inform any employees and consultants consulted in advance of the confidentiality and omission obligations under this confidentiality agreement and shall oblige them to comply with them. The Receiving Party guarantees compliance with this confidentiality agreement by all persons to whom it makes information available.

- 5) the confidentiality obligation under this confidentiality agreement shall not apply if and to the extent that the Receiving Party is obliged by law or by a binding official or court order to disclose or publish information. In such a case, the Receiving Party shall - to the extent permitted by law - inform the Declaring Party prior to disclosure or publication of the form and extent of the disclosure or publication and shall limit the disclosure or publication to the extent legally possible to the necessary information.
- 6) The Receiving Party shall return or irrevocably delete the information (including all copies made thereof) upon written request by the Declaring Party and shall confirm the deletion in writing. This does not apply to documents in respect of which there are legal, official or other legal obligations to keep records or which have been automatically stored on back-up servers, insofar as these could only be deleted at disproportionate expense. For documents which are excluded from the obligation to return or delete in accordance with the preceding sentence, the confidentiality obligations shall continue to apply accordingly. The return and destruction of information does not release from the obligation of continued confidential treatment of the information.
- 7) The Receiving Party acknowledges that neither the Declaring Party nor its advisors make any statements regarding the accuracy or completeness of the information and do not make any warranties in this respect.
- 8) in the event of a breach of the above obligations, the Receiving Party shall indemnify and hold the Declaring Party harmless from and against all damages, losses, liabilities and costs, including reasonable attorneys' fees. The Declaring Party reserves the right to assert further claims.
- 9) the Declaring Party does not warrant or represent an offer as to the accuracy or completeness of the information provided to the Receiving Party or its advisers. The Declaring Party reserves the right to stop marketing the PROPERTY at any time. Any costs incurred by the Receiving Party during the evaluation will be borne by the Receiving Party.
- 10) This confidentiality agreement is valid for a period of 2 years from the date of its signature.
- 11) Swiss law is applicable to this confidentiality agreement. Exclusive place of jurisdiction is Zurich.

Place, Date:

Signature(s):

.....

.....

.....