



## Confidentiality Agreement

The following is an Agreement, dated \_\_\_\_\_, by and between Sky West Real Estate Services, LLC / Sky West Brokerage, Inc., including its affiliates, holding company and subsidiaries, hereinafter referred to as “**Protected Party**” & \_\_\_\_\_ hereinafter referred to as “**Receiving Party**.”

Now, therefore, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

### 1. Definition of Confidential Information

1.1 The term “Confidential Information” shall mean all information, whether written or oral, that may be disclosed or made available by a Party to the other Party including but not limited to: (a) technical, financial, commercial or other information which relates to the business, financial affairs, methods of operation, accounts, transactions or products, proposed transactions or proposed products, security procedures, internal controls or computer or data processing programs, intellectual property, software code and documentation, techniques or system of a Party, its customers and its vendors; (b) information or data relating to a Party’s systems, operations, policies, procedures, techniques, business plans, accounts or personnel; (c) information or data which is confidential or proprietary to a third party and which is in the possession, custody or control of a Party; and (d) all data, notes, summaries or other material derived from the information specified in (a), (b) and (c) above.

1.2 Notwithstanding the foregoing, “Confidential Information” shall not include any information that: (a) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (b) was available to the Receiving Party on a non-confidential basis prior to the disclosure; (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Protected Party or its agents, advisors, or representatives which such source is entitled, to the best of the Receiving Party’s knowledge, to make the disclosure; or (d) is independently developed by employees of the Receiving Party without reference to or use of such Confidential Information.

### Confidentiality

2.1 Each Party agrees:

(a) that all Confidential Information shall remain a trade secret and the sole property of the Protected Party; (b) to keep in strict confidence all Confidential Information and not disclose or allow the disclosure of any Confidential Information to any third party; (c) not to publish, disclose or allow disclosure to others of any Confidential Information, in whole or in part, or in the fact

that the Confidential Information has been made available to the Receiving party, or that the Parties have entered into an arrangement regarding the subject matter hereof; (d) to restrict internal access to the Confidential Information to those of the Receiving Party's employees and contractors with a need to know who have either agreed in writing to be bound by a corporate non-disclosure policy established that encompasses protection of Confidential Information to the same extent as set forth in this Agreement or have executed a non-disclosure agreement reasonably designed to maintain the Protected Party's proprietary rights and to protection of the Confidential Information to the same extent as set forth in this Agreement; (e) that the Protected Party shall have the right to such injunctive or other equitable relief from a court of competent jurisdiction as may be necessary or appropriate to prevent any use or disclosure of Confidential Information in any manner which has not been authorized by the Protected Party and to such damages as are occasioned by such improper use or disclosure; and (f) that, except as otherwise provided in any other agreement between the Parties, upon request by a Party at any time, the other Party shall promptly return all Confidential Information in tangible form then in its possession or under its control, and expunge from its systems and records all Confidential Information in any other form.

2.2 If Receiving Party is requested or required (by deposition, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party shall provide the Protected Party with prompt notice of such request(s) in accordance with Section 4.7, so that the Protected Party may seek an appropriate protective order.

### **Disclaimer of Warranties and Representations**

3.1 Confidential Information is provided AS IS and WHERE IS. The Parties make NO WARRANTIES OR REPRESENTATIONS WHATSOEVER in relation to Confidential Information. This disclaimer of warranties and representations supersedes all past, present and future warranties and representations made by the parties either orally or in writing in relation to Confidential Information except those made in a separate license or agreement governing use of the Confidential Information.

### **General**

4.1 This Agreement shall be governed by the laws of the state where the protected party signs, without regard to its conflict of law principles.

4.2 The obligations imposed by paragraph 2.1 shall continue for the longer of five years from date of this Agreement or five years from the date of last disclosure of any Confidential Information.

4.3 The Section headings used herein are for information only and shall not affect the interpretation of any provision of this Agreement.

4.4 In the event any of the terms and conditions of this Agreement shall be held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected.

4.5 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

4.6 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Parties.

4.7 Except as otherwise specified herein, any notice or other communication is to be addressed as set forth below or to such other address as may be specified by the Parties in writing. Unless otherwise specified herein, notices shall be effective when received.

4.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their parents and/or subsidiaries and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the other Party.

In Witness Whereof, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year above written.

Sky West Real Estate Services, LLC  
Sky West Brokerage, Inc.  
Emerald Assets, L.P. (NV)  
Regal Holdings, Inc.  
Sierra Vista Ranches at Washoe Lake LP  
The Dunes Business Park, LLC  
The Waterfront  
and any other Sky West affiliated companies.

“Receiving Party”

“Protected Party”

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

State/Location of signature \_\_\_\_\_