

Editor's Comments: The Confidentiality Agreement (long form) available on this site contains an optional provision which permits the recipient of Confidential Information to make such information available only to "Permitted Representatives" who agree in writing to be bound by the Confidentiality Agreement. This Joinder Agreement is intended for execution and delivery by such Permitted Representatives. Editor's comments and additional or alternate provisions are italicized. This form is intended to create binding obligations.

JOINDER AGREEMENT – CONFIDENTIALITY AGREEMENT

WHEREAS:

- A. ♦ (the "Provider") and ♦ (the "Recipient") have entered into a Confidentiality Agreement dated ♦ (the "Confidentiality Agreement"), a copy of which is attached hereto as Schedule A;
- B. Unless otherwise defined, each capitalized term herein has the meaning ascribed to it in the Confidentiality Agreement;
- C. The undersigned ♦ (the "Permitted Representative") is a(n) ♦ [e.g. advisor, employee, consultant to or for] the Recipient;
- D. The Recipient considers it necessary for the Permitted Representative to have access to the Confidential Information in connection with the Recipient's evaluation or acquisition of the Property; and
- E. The Recipient has requested the Permitted Representative to execute and deliver this Joinder Agreement to the Recipient [and to the Provider].

For good and valuable consideration and at the request of the Recipient, the Permitted Representative hereby agrees with [each of the Provider and] the Recipient as follows:

- 1. The Permitted Representative will:
 - (a) observe and be bound by the Confidentiality Agreement as if the Permitted Representative had originally been a party thereto for the purposes of obtaining Confidential Information;
 - (b) be liable to [each of the Provider and] the Recipient for breach by the Permitted Representative of any provision of the Confidentiality Agreement; and
 - (c) deliver to the Recipient [or the Provider, as the case may be,] within ♦ business days after request, the Confidential Information, without retaining any copies or extracts [or, in the case of the Work Papers, will destroy them], and will certify to the Recipient [or the Provider, as the

case may be,] that all Confidential Information received by the Permitted Representative has been returned [and that the Work Papers have been destroyed].

This Joinder Agreement has been executed and delivered by the Permitted Representative as of
◆ , 200◆.

WITNESSED BY:)
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_____))
Name))
_____))
Address))
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_____))
Occupation))

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