

## ***Non-Disclosure Agreement***

This Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date") by and between Highwoods Realty Limited Partnership, a North Carolina limited partnership with its principal office located at 3100 Smoketree Court, Suite 600, Raleigh, North Carolina 27604, along with its affiliates and subsidiaries (collectively hereinafter referred to as "Highwoods") and \_\_\_\_\_ ("Company") with its principal office located at \_\_\_\_\_.

**WHEREAS**, Highwoods and Company intend to disclose, both orally and in writing, certain confidential and proprietary information ("Confidential Information") to each other, and to their designated affiliates and representatives, in furtherance of a potential commercial transaction between Highwoods and Company; and

**WHEREAS**, the parties hereto wish to protect the confidentiality of such Confidential Information;

**NOW, THEREFORE**, in consideration of the promises hereinafter set forth, Company and Highwoods acknowledge and agree as follows:

### **1. TERM**

This Agreement shall be effective and binding upon the parties from the Effective Date for a period of two (2) years following the termination of any discussions and/or negotiations between Highwoods and Company.

### **2. CONFIDENTIAL INFORMATION**

The parties acknowledge that during the term of this Agreement, each one may be provided with, or gain access to, Confidential Information of the other. For purposes of this Agreement, "Confidential Information," whether or not it is specifically designated or identified as "Proprietary," "Confidential," "Limited," "Private," "Not for General Distribution" or similarly identified, is defined as all confidential or proprietary, non-public information in any form, written, verbal, electronic, or otherwise that is disclosed to Company which may include but is not limited to the following: name, address, type of business, contact names, business plans, business practices, corporate financial information, customer lists, supplier lists, pricing information, contracts, proposals, research, development, marketing strategies, professional know-how methodologies and intellectual capital, number of employees and distribution of employees. The parties do hereby agree as follows:

- 2.1 The receiving party agrees to safeguard the disclosing party's Confidential Information and prevent dissemination to Companies and entities not authorized to receive said Confidential Information.
- 2.2 Without the disclosing party's prior written authorization, the receiving party will not directly or indirectly use, communicate or give any Confidential Information of the disclosing party to any person or entity not authorized to receive such Confidential Information under the terms of this Agreement or engage in or permit the following activities regarding the Confidential Information: (i) making news releases, public announcements, advertising or publicity of any kind in any medium; (ii) maintaining e-commerce web sites; or (iii) otherwise disclose, publish or disseminate the Confidential Information except in accordance with the terms and conditions of this Agreement.
- 2.3 The receiving party will not use the disclosing party's Confidential Information for its own benefit or for the benefit of any third party for a period of two (2) years after termination of this Agreement.
- 2.4 The receiving party will promptly return or destroy, at the disclosing party's election, the disclosing party's Confidential Information upon completion of any mutually agreed upon review period or upon request.

### **3. EXCLUSIONS**

These restrictions shall not apply to any Confidential Information that is:

- 3.1 in the public domain, other than due to a breach of this Agreement;
- 3.2 disclosed to either party by a third party not under obligation to the parties to keep such data confidential;
- 3.3 required to be disclosed by either party pursuant to any court order or administrative decree issued by a court or administrative body having jurisdiction over said party; provided, however, that Company agrees to disclose only such Confidential Information as is specifically required to be disclosed by the court order or administrative decree.

#### 4. FAILURE TO COMPLY

The parties acknowledge that the disclosing party will be irreparably harmed if the receiving party's obligations hereunder are not specifically enforced and the disclosing party would not have an adequate remedy in law in the event of either an actual or threatened violation by the receiving party or its employees, agents or representatives of its obligations. Therefore, in addition to any other remedies allowed by law or equity, in the event of actual or threatened breaches of its obligations, the parties agree that the disclosing party shall be entitled to an injunction or any appropriate decree of specific performance without the necessity of the disclosing party showing actual damages or that monetary damages would not afford an adequate remedy.

#### 5. NOTICES

Any notice which either party desires or is required to deliver to the other shall be in writing and shall be effective and deemed received, (a) one (1) business day after deposit with a nationally recognized overnight courier service; or (b) upon receipt or refusal, after being delivered by certified United States mail, postage prepaid, return receipt requested, addressed to the following:

**To Highwoods:**

Highwoods Realty Limited Partnership  
3100 Smoketree Court, Suite 600  
Raleigh, North Carolina 27605  
Attn: Legal Department

**To Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

#### 6. AMENDMENT

Any Amendments to this Agreement must be in writing, signed by both parties.

#### 7. FORBEARANCE OR WAIVER

- 7.1 If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 7.2 The failure of either party to insist upon the performance of any terms or conditions of this Agreement or to exercise any rights or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any of the terms or conditions of this Agreement, shall not be construed as waiving any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### 8. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida, and said laws shall govern any dispute arising in connection with this agreement.

#### 9. BINDING EFFECT

This Agreement shall be binding upon the respective parties hereto, and upon their affiliates, subsidiaries, heirs, executors, successors and assigns.

#### 10. ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior negotiations between the parties. Highwoods and Company acknowledge and agree that neither party has relied upon any statements, representations, agreements or warranties except those expressed in this Agreement, and that this Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party, and Highwoods and Company hereby waive any applicable rules of construction or interpretation to the contrary.

The parties acknowledge they have read this Non-Disclosure Agreement and agree to the conditions set forth herein.

**Company:**

**Highwoods:**

**Highwoods Realty Limited Partnership**

**By: Highwoods Properties, Inc.**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_