Confidentiality and Non-Disclosure Agreement:

By submitting a sealed bid to METRO each bidder shall be deemed to have expressly agreed to the terms of this Confidentiality and Non-Disclosure Agreement (the "CNDA").

"Confidential Information" means the bidder’s sealed bid package, together with any and all documents, materials, information and correspondence in the possession or control of such bidder relating to its sealed bid package, including but not limited to all summaries, analyses, compilations, data, studies, reports, designs, sketches, drawings, pro formas or other documents, information or materials of any kind, similar or different from the foregoing, prepared by or on behalf of the bidder in connection with such bidder’s sealed bid package, but excluding any portions of such information that METRO has obtained from any other source, or that is generally available to the public. "Confidentiality Period" means the period beginning on the date the sealed bid package is received by METRO and ending on the sooner of (i) METRO’s closing of the sale of the Property pursuant to a sealed bid submitted pursuant to this current public auction; or (ii) METRO’s rejection of all bids submitted pursuant to this current public auction. "Representatives" means, with respect to the bidder and/or METRO, such party’s officers, employees, contractors, consultants and other representatives assigned or engaged to assist such party, directly or indirectly, in connection with the sealed bid auction of the Property.

Upon METRO’s receipt of a bidder’s sealed bid package on or before the sealed bid deadline, such sealed bid package shall be deemed the property of METRO. During the Confidentiality Period, such bidder (i) shall keep, and shall cause its Representatives to keep, the Confidential Information confidential; (ii) shall not disclose, and shall cause its Representatives not to disclose; the Confidential Information in any manner, directly or indirectly, other than to such party’s Representatives as reasonably necessary in connection with the sealed bid auction of the Property; and (iii) shall take, and shall cause its Representatives to take, all reasonable precautions to prevent the disclosure of any such Confidential Information except to the extent required in the performance of the bidder’s duties or obligations to METRO or by express prior written consent of METRO’s President and CEO or METRO’s Vice President, System & Capital Planning. The bidder and its Representatives shall not disclose to any person the terms or existence of the bidder’s sealed bid package, the fact that the Confidential Information has been made available to METRO and its Representatives, the fact that discussions or negotiations are taking place concerning a transaction with METRO with respect to the Property and/or the bidder’s sealed bid package, or any of the terms, conditions, or other facts with respect thereto; provided, however, that such bidder and its Representatives may disclose such information to those of such party’s Representatives who reasonably require such information for purposes of assisting with the sealed bid auction of the Property.

If the bidder becomes legally compelled (including pursuant to any rule or regulation promulgated by any securities regulation authority or any securities exchange) to make any disclosure that is prohibited or otherwise constrained by this CNDA, then such bidder will give METRO immediate written notice of such requirement so that METRO may seek a protective order or other appropriate relief, or waive compliance with the nondisclosure provisions of this Agreement. Subject to the foregoing, the bidder or its Representatives may make only such disclosure that, in the written opinion of counsel reasonably acceptable to METRO, it is legally compelled or otherwise required to make to avoid standing liable for contempt or suffering other material censure or penalty; provided, however, that the bidder and its Representatives must use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.
Notwithstanding anything contained herein to the contrary, the bidder acknowledges that METRO is a governmental entity subject to the Texas Public Information Act ("TPIA"); all provisions of this CNDA are expressly made subject thereto; and if METRO shall at any time be required to disclose the Confidential Information pursuant to the TPIA, as determined by METRO’s General Counsel, this CNDA shall be of no further force or effect.

EXECUTED this ___ day of _______________, 2020.

**METRO:**

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

By: ____________________________
Name: Gabriel J. Matos
Title: Manager, Right of Way
Real Estate & Property Management

**BIDDER:**

___________________________________________

By: ____________________________
Name: ____________________________
Title: ____________________________