

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of February 21, 2019 (the “Effective Date”), by the undersigned (“Respondent”) in favor of Phoenix Arena Development Limited Partnership, a Delaware limited partnership (“Operator”).

1. **Definitions.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Request for Qualification, Talking Stick Resort Arena Renovation, Issue Date: February 21, 2019 for Architect Services or Construction Manager at Risk Services, as applicable to Respondent (each, a “Request for Qualification”).

2. **Purpose.** Respondent desires to participate in a pre-submittal meeting and a qualification-based selection process, including, without limitation, submission of a Statement of Qualification (“SOQ”) for the services in the applicable Request for Qualification (the “Purpose”). In connection with such Purpose, and provided that Respondent provides proof satisfactory to the Project Representative that Respondent has completed a “material renovation”, as defined in the Request for Qualification, Operator intends to provide Respondent the draft Renovation Feasibility Study, dated November, 2018 (the “Confidential Information”).

3. **Non-Disclosure of Confidential Information.** Respondent agrees not to use the Confidential Information for any purpose except to carry out discussions concerning, and the undertaking of, the Purpose. Notwithstanding the foregoing, Respondent may disclose Confidential Information to Respondent and its affiliates’ officers, managers, members, employees, attorneys, consultants, and advisors (collectively, “Representatives”) in connection with the Purpose. Respondent will not disclose any Confidential Information to third parties (other than its Representatives) except (a) subject to Paragraph 3, disclosures that are required under compulsion of law or (b) as previously approved in writing for release by Operator. Respondent will notify its Representatives to whom Confidential Information is disclosed that Respondent is bound by the obligations in this Agreement. Respondent agrees that it will use best efforts to avoid unauthorized disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information.

4. **Mandatory Disclosure.** In the event that Respondent or its Representatives are requested or required by law, an administrative or investigative process, or by a regulatory or supervisory authority to disclose any of the Confidential Information, Respondent shall give prompt notice of the existence, terms and circumstances surrounding such request to Operator. If Operator takes timely legal action to oppose or limit such disclosure, Respondent shall reasonably cooperate in such efforts. Respondent shall (or shall cause its Representative to, if applicable) disclose only that portion of the Confidential Information that its counsel advises that Respondent (or its Representative, if applicable) is legally required to disclose.

5. **Termination of Discussions: Return of Materials.** Either party may at any time prior to the parties’ execution of an agreement engaging Respondent to provide services to Operator, and for any reason, terminate discussions or negotiations between them without any liability therefor. Unless and until a definitive and mutually agreeable transaction document in respect of the Purpose is executed and delivered between the parties, none of the parties, their affiliates or representatives shall have any obligation (contractual, fiduciary or otherwise) relating to the Purpose other than those obligations expressly set forth herein. Upon the written request of Operator, the Confidential Information furnished by Operator to Respondent shall be promptly returned or destroyed (as selected by Operator).

6. **No Representations or Warranties.** Operator makes no express or implied representation or warranty as to the accuracy or completeness of any Confidential Information provided hereunder.

7. **Survival of Obligation.** The obligations of Respondent shall survive indefinitely.

8. **Notices.** Notices given under this Agreement shall be in writing and delivered by first class, certified mail to Respondent at the address set forth in the signature block and to Operator at Phoenix Arena Development Limited Partnership, 201 East Jefferson Street, Phoenix, AZ 85004, Attention: Melissa Goldenberg.

9. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. This Agreement represents the entire agreement and understanding (oral or written) between the parties with respect to the subject matter hereof. Failure to enforce any provision or exercise any right in this Agreement shall not constitute a waiver of any term hereof. This Agreement may not be amended, and no provision herein waived, without the prior written consent of each party hereto. Respondent agrees that its obligations hereunder are necessary and reasonable in order to protect Operator and its business, and expressly agrees that monetary damages are inadequate to compensate Operator for any breach by Respondent or its Representatives of any covenants and agreements set forth herein. Accordingly, Respondent agrees that Operator shall be entitled to obtain injunctive or other equitable relief against the breach of this Agreement or the continuation of any such breach. Respondent may not assign this Agreement and any purported assignment by Respondent shall not be effective against Operator, without Operator's prior consent thereto.

IN WITNESS WHEREOF, Respondent has executed this Agreement as of the Effective Date.

RESPONDENT:

Insert Full Formal Entity Name:

By: _____

Name: _____

Title: _____

Address: _____
