



**Due Diligence Information Request Form**

Please complete and return by email to [info@prusa.com](mailto:info@prusa.com) or by fax to 516-558-1148.

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

Property: **Commercial Property Auction (Dec 2019)**

The undersigned, on behalf of him/herself along with each of their respective affiliates, agents, successors and assigns (collectively, "Bidder"), hereby agrees to the following, in order to access certain information from PRUSA LLC d/b/a Paramount Realty USA (collectively, "Agent"):

1. Bidder hereby acknowledges its interest in evaluating Property for purpose of potentially purchasing same and wishes to access certain proprietary and confidential information pertaining to the Property (the "Due Diligence Information").
2. Bidder agrees that the Due Diligence Information, as well as all other information provided in connection herewith, is provided for informational purposes only. Some information was furnished by outside sources and Agent makes no representations or warranties of any kind about the completeness, accuracy, reliability, suitability, availability or of any other nature regarding any information, including, but not limited to, figures, facts, descriptions, measurements, data, products, services and related graphics, contained therein. Agent hereby expressly advises Bidder not to rely on such information, and to independently conduct any and all studies, investigations, reports, searches and other inquiries before proceeding with the purchase of Property. No warranty or representation, express or implied, is made by seller(s) or Agent, or their respective employees or agents, as to the accuracy or completeness of any information.
3. Bidder agrees to keep the Due Diligence Information and all other information provided by Agent confidential and agrees not to disseminate same to any third-parties without the prior written consent of Agent. In no event will Agent be liable for any loss or damage, including, without limitation, indirect or consequential loss or damage, for any matter in connection herewith or in connection with any information contained in, or accessible through, the Due Diligence Information, including the inaccessibility of any virtual data room ("VDR") Agent may make available, or otherwise. Notwithstanding anything to the contrary, by submitting this document and/or accessing any information contained in the Due Diligence Information, Bidder agrees hereto and to all of the terms of sale, as set forth in the Due Diligence Information or elsewhere by Agent, and to forever and unconditionally release Agent from any cause or claim in connection herewith or in connection with the Property.
4. Bidder hereby expressly, unequivocally and unconditionally releases Agent, and their respective representatives, affiliates, principals, agents and assigns from any liability whatsoever in connection with anything relating to the Property or the purchase thereof.
5. This agreement shall be governed by the laws of the State of New York. Any claim arising out of or related to this document, the auction or the transaction(s) contemplated hereunder shall be submitted to binding arbitration conducted by the American Arbitration Association, New York County (or at such venue as may be prescribed by law), pursuant to their rules relating to real estate disputes. The parties agree to submit the dispute to 3 (three) arbitrators chosen pursuant to AAA Rules. This shall be the sole remedy for any resolution of a dispute and the parties hereby consent to the exclusive jurisdiction of the American Arbitration Association.
6. Bidder agrees not to circumvent, or seek to circumvent, Agent in any manner regarding any interest in Property or in any other property or opportunity presented by Agent, including but not limited to the purchase of any property for a period of two years from the date hereof.
7. Bidder understands that any unauthorized disclosure, distribution or use of such information may result in personal liability and penalties under the law.
8. No verbal statements may be relied upon.

**Agreed, as of the date above.**

Signature \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Company Name (if app) \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

How did you learn about the auction? \_\_\_\_\_

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