

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is between Seller, Real Estate Broker/Agents and prospective Buyer(s) regarding the potential purchase of the following Property/Business listed as:

Zero Confidential Avenue, Madison, WI

Buyer/ Name: _____

Buyer/ Name: _____

Showing Broker/Agent: _____

Real Estate Company: _____

Buyer/Real Estate Broker/Agent and Seller agree:

This Agreement is a sample of terms provided for the parties' consideration to regulate production and handling of confidential and non-confidential information supplied in contemplation of a potential sale of the above referenced Property/Business.

This Agreement is NOT a purchase/lease agreement. Nothing in this agreement constitutes an agreement between Buyer and Seller regarding any terms of potential sale or promise of a potential sale. Such terms are, or would need to be, contained in a separate document.

HOLD HARMLESS

The parties acknowledge that neither eXp Realty LLC and The Ferraro Real Estate Team nor any of its agents or employees, has provided legal advice regarding this sample agreement. Seller and Buyer have each been expressly advised to seek independent legal counsel to review any agreement. Buyer and Seller, and their respective attorneys, are directed to consider any additional or modified terms and provisions, whether referenced or not, as may suit their particular purpose, including additionally specifying what information to deem confidential, what remedies to provide, and any other provisions whether based on this sample or in a separate agreement drafted by the parties' counsel. The parties acknowledge that if using this sample, or any portion hereof, the parties should modify it to their own needs and intentions. If the parties use this agreement or any part thereof, they hereby hold eXp Realty, and its agents and employees, harmless from any claims, damages, or costs arising from such use.

- I. CONFIDENTIAL INFORMATION.** When Seller deems it advisable in negotiations, or when it is required under the purchase and sale agreement, Seller will disclose confidential information to Buyer to enable Buyer to investigate the Property/Business.

The term "Confidential Information" means any information or material which is proprietary to Seller (whether or not owned or developed by Seller), which is not generally known other than by Seller, and which Buyer obtains through any direct or indirect contract with Seller.

- a. Confidential Information includes without limitation:
 - i. Personal and business names
 - ii. Locations
 - iii. Financial Information
 - iv. Any other information provided to Buyer
 - v.

It is the responsibility of Seller to clearly identify and mark/designate any materials and information "CONFIDENTIAL"

II. PROTECTION OF CONFIDENTIAL INFORMATION.

The Confidential Information has been developed or obtained by Seller by the investment of significant time, effort, and expense. The Confidential Information is a valuable, special, and unique asset of Seller which provides Seller with a significant competitive advantage. Buyer/ Real Estate Broker/Agents shall hold in confidence and not disclose the Confidential Information to any person or entity without the prior written consent of Seller.

No Copying. Buyer/ Real Estate Brokers/Agents will not physically, electronically, or otherwise copy or modify any Confidential Information without the prior written consent of Seller.

Application To Employees. Buyer/ Real Estate Brokers/Agents shall not disclose any Confidential Information to any employee of Buyer/ Real Estate Brokers/Agents except employees who must have the Confidential Information to perform job duties related to Buyer/ investigation of the Property/Business. **Application to Non-Employee Advisors.** Buyer is permitted to distribute Confidential Information to Buyer's advisors who are not employees of Buyer solely for the purpose of evaluating it and advising Buyer regarding the purchase of the Property/Business. Upon distribution for this purpose, Buyer shall clearly mark the documents or data as "CONFIDENTIAL."

Supplemental Agreements. Each employee or non-employee advisor to whom Confidential Information is provided by Buyer shall first sign a non-disclosure agreement substantially the same as this agreement unless Seller has first relinquished, in writing, the right to such supplemental agreement.

Unauthorized Disclosure of Information. Buyer/ Real Estate Brokers/Agents agrees to protect from further dissemination or disclosure any confidential material or information disclosed by Seller related to the Property/Business. If Buyer Real Estate Brokers/Agents / violates, or threatens to violate, this agreement, Seller may seek injunctive and other relief, which relief, if pursued or granted, shall not preclude Seller from obtaining any other or additional remedy.

- III. Return of Confidential Information.** Within five (5) days of receipt of a written request from Seller, Buyer shall return to Seller all materials containing Confidential Information together with a statement signed by Buyer/Tenant certifying that all materials have been returned.
- IV. Limited Licenses To Use.** Buyer does not acquire any intellectual property rights by receiving confidential or proprietary information as a part of Buyer investigation of the Property/Business. The Confidential Information and all related copyrights and other intellectual property rights are (and at all times will be) the property of the Seller, even if suggestions, comments and/or ideas made by Buyer are incorporated into the Confidential Information or related material during the period of this Agreement.
- V. Entire Agreement; NOT ASSIGNABLE.** With respect to the confidential nature of information supplied by Seller to Buyer, this agreement sets forth the entire understanding of Seller and Buyer. Any amendments must be in writing and signed by both parties. This agreement shall be construed under the laws of the State of Wisconsin. This Agreement without the prior written consent of the other party.

Buyer Signature ▲	Print Name:	Date
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Buyer Signature ▲	Print Name:	Date
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Seller Signature ▲	Print Name:	Date
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Real Estate Broker/Agent ▲	Print Name:	Date
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