

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made by and between \_\_\_\_\_, its affiliates, successors and assigns (hereinafter referred to as the "Owner") and \_\_\_\_\_ (hereinafter referred to as the "Recipient"), to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which the parties hereby acknowledge, Owner and Recipient agree as follows:

Owner intends to make available certain information to Recipient in connection with the business and/or real estate located at \_\_\_\_\_, in the City of Madison, Wisconsin (the "Property"). The term "Confidential Information" means all information with respect to the Property that Owner has made or is making available to Recipient (such as rent rolls, financial statements, etc.), whether before or after the date of this Agreement, whether tangible or intangible, and in whatever form, as well as all information generated by Recipient or its Representatives (defined below) that contains, reflects or is derived from the furnished Confidential Information. Confidential Information shall not include information with respect to the Property that (i) is publicly available other than as a result of a disclosure by Recipient or its Representatives, (ii) is or becomes available to Recipient on a non-confidential basis from a source other than Owner or its representatives, or (iii) is required to be disclosed by law.

Recipient agrees that: (i) Recipient shall keep the Confidential Information confidential and will not use the Confidential Information in any way detrimental to Owner or the Property; (ii) without the prior written consent of Owner, such Confidential Information shall not be disclosed by Recipient or any of Recipient's partners, employees, affiliates, agents or representatives (collectively, the "Representatives") to any third party; and (ii) the Confidential Information may be transferred only to such of Recipient's Representatives who need to know the Confidential Information, are informed of this Agreement, and who agree in writing to be bound by the terms hereof as if a party hereto.

Recipient acknowledges and agrees that, in the event of any breach of this Agreement, Owner and the Property would be irreparably and immediately harmed and could not be made whole by monetary damages. Recipient agrees that, in addition to any other remedy to which Owner may be entitled at law or in equity, Owner shall be entitled to injunctive relief to prevent a breach or threatened breach of this Agreement.

No failure or delay by Owner in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart.

This Agreement may be modified or waived only by a separate writing executed by Owner and by Recipient expressly so modifying or waiving the Agreement. If any one or more provisions of this Agreement shall be held unenforceable, invalid or illegal in any respect, such unenforceability, invalidity or illegality shall not affect any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

Owner:  
\_\_\_\_\_

Recipient:  
\_\_\_\_\_

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

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

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

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

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

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

Broker/Agent representing Recipient:  
\_\_\_\_\_

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