



# FIRSTWEBER Commercial

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is between Seller/Landlord and the prospective Buyer/Tenant regarding the potential purchase/rental of the following Property/Business located at/known as \_\_\_\_\_

(Print Name of Property/Business)

Seller/Landlord Name: \_\_\_\_\_

Buyer/Tenant Name: \_\_\_\_\_

Buyer/Tenant and Seller/Landlord 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/lease of the above referenced Property/Business.**

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

### **HOLD HARMLESS**

**The parties acknowledge that neither First Weber, nor any of its agents or employees, has provided legal advice regarding this sample agreement. Seller/Landlord and Buyer/Tenant have each been expressly advised to seek independent legal counsel to review any agreement. Buyer/Tenant and Seller/Landlord, and their respective attorneys, are directed to consider any additional or modified terms and provisions, whether referenced here 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 First Weber, and its agents and employees, harmless from any claims, damages, or costs arising from such use.**

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

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

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

It is the responsibility of Seller/Landlord 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/Landlord by the investment of significant time, effort, and expense. The Confidential Information is a valuable, special, and unique asset of Seller/Landlord which provides Seller/Landlord with a significant competitive advantage. Buyer/Tenant shall hold in confidence and not disclose the Confidential Information to any person or entity without the prior written consent of Seller/Landlord.

**No Copying.** Buyer/Tenant will not physically, electronically, or otherwise copy or modify any Confidential Information without the prior written consent of Seller/Landlord.

**Application To Employees.** Buyer/Tenant shall not disclose any Confidential Information to any employee of Buyer/Tenant except employees who must have the Confidential Information to perform job duties related to Buyer/Tenant's investigation of the Property/Business.

**Application to Non-employee Advisors.** Buyer/Tenant is permitted to distribute Confidential Information to Buyer/Tenant's advisors who are not employees of Buyer/Tenant solely for the purpose of evaluating it and advising Buyer/Tenant regarding the purchase of the Property/Business. Upon distribution for this purpose, Buyer/Tenant shall 1) clearly mark the documents or data as "CONFIDENTIAL."

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

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

- III. **RETURN OF CONFIDENTIAL INFORMATION.** Within five (5) days of receipt of a written request from Seller/Landlord, Buyer/Tenant shall return to Seller/Landlord all materials containing Confidential Information together with a statement signed by Buyer/Tenant certifying that all materials have been returned.
- IV. **LIMITED LICENSE TO USE.** Buyer/Tenant does not acquire any intellectual property rights by receiving confidential or proprietary information as a part of Buyer/Tenant's 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/Landlord, even if suggestions, comments and/or ideas made by Buyer/Tenant 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/Landlord to Buyer/Tenant, this agreement sets forth the entire understanding of Seller/Landlord and Buyer/Tenant. 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 is not assignable by either party and neither party may delegate its duties under this Agreement without the prior written consent of the other party.

Buyer/Tenant

Buyer/Tenant