

Form of Confidentiality Agreement

**CONFIDENTIALITY AGREEMENT**

WHEREAS, RTL Partners, LLC (“BROKER”) having offices at 655 Third Avenue, 24<sup>th</sup> Floor, New York, NY 10017 acting on behalf of its client Windsor Commercial, LLC (“Client”), and the person/entity signing below (“Receiving Party”), are engaged in business discussions of a sensitive nature pertaining to Client’s Property or any of its operations, which have or may require the disclosure by BROKER to the Receiving Party of Client’s and BROKER’s confidential and proprietary information, including without limitation the name of the Client, any information that Receiving Party has been informed is confidential or should reasonably know is confidential, all financial information, trade secrets and the fact that these discussions are taking place, hereinafter referred to as “INFORMATION”; and

WHEREAS, both parties wish to maintain the confidential and proprietary nature of the INFORMATION;

NOW THEREFORE, in consideration of the business discussions between the parties giving access to such INFORMATION, and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Receiving Party will notify each employee, agent, affiliate or consultant involved in the business discussions or who may have any occasion to view, handle, or obtain any of the INFORMATION, of the terms of this Agreement. Receiving Party further agrees that such INFORMATION will be made available only to those of its respective employees, agents, affiliates or consultants who are concerned with this subject.
2. Receiving Party, (including its employees, agents, affiliates and consultants) shall not disclose any INFORMATION it receives from BROKER or Client including data, drawings, information and other materials to any other person, firm or corporation, or use the INFORMATION for its own or any other party's benefit, except as contemplated by this Agreement. Receiving Party shall use as a minimum the same degree of care to avoid disclosure or use of the INFORMATION as it employs with respect to its own confidential and proprietary information of like importance.
3. INFORMATION shall not be deemed confidential and proprietary, and Receiving Party shall not have an obligation of confidentiality with respect to any INFORMATION (except for the name of the Client and the fact that negotiations are taking place) which:
  - A. is or becomes publicly known through no wrongful act of Receiving Party; or
  - B. is rightfully received from a third party without any restriction known to Receiving Party and without breach of this Agreement; or
  - C. is independently developed by an employee, affiliate or agent of Receiving Party who had no knowledge of or access to such INFORMATION; or
  - D. is approved for release by written authorization from Client.
4. All INFORMATION provided or communicated by BROKER to Receiving Party shall be and remain the property of BROKER and/or Client, and such INFORMATION, and any copies thereof, shall be promptly returned to BROKER upon written request from BROKER and/or Client and shall remain confidential in accordance with this Agreement.

5. It is understood between the parties to this Agreement that neither party waives any rights in invention or development lawfully possessed by it at the time of disclosure. In addition, this Agreement does not imply any waiver of any right or action under the patent, trademark, copyright, unfair competition, fair trade or related laws.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.
7. Receiving Party acknowledges and agrees that in the event of any breach of this Agreement, BROKER or Client would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that BROKER and Client, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and to compel specific performance of this Agreement, without the need for proof of actual damages. Receiving Party also agrees to reimburse BROKER and/or Client for all costs and expenses, including attorneys' fees, incurred by or in enforcing its obligation hereunder.
8. Receiving Party acknowledges and agrees that neither Client nor BROKER nor any director, officer, employee, partner, member, agent, counsel or representative of Client or BROKER, (collectively, the "Client Representatives") make any representation or warranty whatsoever as to the accuracy or completeness of the INFORMATION. Any financial information and/or projections contained in the INFORMATION represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by Client or BROKER or the Client Representatives. Client and BROKER expressly disclaim any and all liability for representations or warranties, express or implied, regarding the INFORMATION; and Receiving Party agrees that neither Client nor BROKER nor the Client Representatives shall have any liability to Receiving Party resulting from our or their use or reliance upon the INFORMATION.
9. Neither Receiving Party nor any of their investors, employees, officers, principals or representatives will contact any employee, agent or tenant of the Property, or others acting in connection with the Property, without Client's prior written consent. In addition, Receiving Party and its representatives will visit the Property only with BROKER (or Client's representative's) presence and after obtaining Client's prior written consent.
10. Receiving Party agrees that BROKER and/or Client may elect, at any time and for any reason whatsoever (or for no reason), in its sole, absolute and arbitrary discretion, (1) not to enter into negotiations with respect to the possible sale of the Property, or (ii) to discontinue such negotiations, and in either such event neither BROKER and/or Client or any of their respective officers, directors, principals or members shall have any liability or obligation to Receiving Party and any of its investors, employees, agents, consultants or affiliates by reason of the foregoing. Client shall not be obligated to Receiving Party or bound in any way unless and until a definitive contract of sale shall have been fully and unconditionally executed and delivered and the deposit thereunder shall have been paid by Receiving Party into escrow.
11. Receiving Party hereby warrants, represents and agrees that Receiving Party has not dealt with any broker, finder or like person with respect to the proposed sale transaction other than (\_\_\_\_\_ ("\_\_\_\_\_")), whose fee shall be the responsibility of the BROKER to pay, if and when earned, pursuant to our separate agreement with BROKER.

Receiving Party hereby indemnifies and holds the Client and its members harmless from and against any and all liability, damages, settlement payments, costs and expenses (including, without limitations, legal fees incurred in defending any action or claim or in enforcing this indemnity) suffered or incurred by Client and its members by reason of or arising out of (i) any claim or action for fees, commissions or other compensation made or commenced by any broker, finder or like person (other than \_\_\_\_\_) in any way relating to the sale transaction, and/or (ii) a breach of the representation set forth in the first sentence of this Section. The provisions of this Section shall survive any termination or completion of any possible sale transaction.

12. This Agreement shall be governed by the laws of the State of New York and the United States. You hereby submit to the exclusive jurisdiction of the courts of the State of New York and of the United States located in the County and State of New York and agree not to raise any objection or defense based on the venue of any such court or based upon forum non conveniens. This Agreement may be signed in counterparts and faxed or emailed signatures will be as binding upon the parties as if duplicate originals had been signed and delivered.
13. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OR SETOFF (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.**
14. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties.

15. The Receiving Party acknowledges and agrees that Client shall have all the same rights as BROKER hereunder and that to the extent required BROKER shall assign any and all rights hereunder to Client in order for Client to enforce the terms hereunder.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_

RTL Partners, LLC

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

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

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

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

Prospective Purchaser Registration

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_