

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), between **Oxford Realty Services, Inc.** located at 2545 Railroad Street, Pittsburgh, PA 15222 (referred to herein as the “Company”), and _____ located at _____, _____, and including its affiliates and subsidiaries (herein collectively referred to as “Recipient”). The Company and Recipient are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Company may, in consideration of commencing discussions regarding Recipient’s potential acquisition of property located at 300 Oxford Drive, Monroeville, Pennsylvania (“the Property”) from the Property owner (the “Potential Transaction”), disclose certain confidential business, financial and technical information related to its business and the Property.

NOW THEREFORE, in consideration of the receipt of such information, Recipient agrees to the obligations and procedures governing the generation, delivery, treatment and disclosure of such information as set forth below:

1. “Confidential Material” includes the following information with respect to the Property, the owner, and/or its affiliates and subsidiaries, whether disclosed in writing, verbally or as a result of observation by Recipient during any visit to the Property: financial statements; Property data; rent rolls; tenant leases; tenant information; surveys; Property reports, strategies, processes, techniques and technologies; trade secrets; designs or plans or specifications; information regarding physical assets; technology; marketing; the existence of and discussions pertaining to and the terms and conditions related to the Potential Transaction; the fact that the Property is available for sale and the existence of any discussions thereto; the existence of this Agreement and the details of its terms and conditions; and such other information concerning the business of Company or the Property as may be supplied to Recipient that is not generally ascertainable from public or published information or trade sources; and any other information with respect to the Company which would be considered proprietary in nature.
2. Recipient agrees to hold the Confidential Material in the strictest confidence and that the Confidential Material will be used only in connection with evaluating the Potential Transaction. Confidential Material may only be disclosed to Recipient’s real estate brokers, directors, senior management and those individuals in its legal and finance departments who need to know such information to assess the Potential Transaction (its “Agents”) and who are bound by the obligations of confidentiality contained herein. Disclosure of Confidential Material may not be made to any other persons unless the Company consents in writing prior to such disclosure. Recipient agrees to advise its Agents of their obligations with respect to the use of the Confidential Material as such persons shall be similarly bound by the undertakings outlined in this Agreement. Recipient shall be responsible for the breach of this Agreement by its Agents or by any third party to whom it discloses the Confidential Material.
3. Company and Property owner shall retain all right, title and interest in the Confidential Material that is disclosed to Recipient.
4. By providing the Confidential Material, the Company or the Property owner makes no representation or warranty as to its accuracy or completeness, nor shall it incur any liability or obligation by reason of the communication of the same to Recipient.

5. Recipient shall not, without the prior written consent of Company, reproduce or copy any Confidential Material, electronically or otherwise in greater quantity than absolutely necessary.

6. The Term of this Agreement shall commence upon the Effective Date and continue for a period of two (2) years unless terminated earlier by Company upon providing Recipient with 30 days' written notice; provided, however, the restrictions against disclosure and/or unauthorized use of Confidential Material shall survive the termination of this Agreement until such time as the information in question falls under one of the exceptions set forth in Section 7 of this Agreement. Upon termination of this Agreement, Recipient shall forthwith deliver to the Company (without retaining copies thereof, electronically or otherwise) all Confidential Material as well as any other documents or other written information obtained from the Company. At such time, Recipient will also destroy all documents, memoranda, notes and other writings whatsoever prepared by Recipient or its Agents based on or arising out of the Confidential Material other than those returned as aforesaid and such destruction shall, upon request by the Company, be certified in writing by Recipient.

7. This Agreement shall not apply to any Confidential Material which:

- (a) is or becomes generally available to the public other than as a result of disclosure by Recipient after the date hereof;
- (b) becomes lawfully available to Recipient on a non-confidential basis from a third party which is entitled to disclose it or is not bound to a Party not to disclose it; or
- (c) must be produced under federal, provincial or state law or pursuant to an order of a court of competent jurisdiction; *provided, however*, Recipient shall give the Company prior written notice as soon as reasonably possible after becoming aware of its obligation to produce so as to provide the Company an opportunity to oppose such disclosure or waive compliance with this paragraph.

8. There are no understandings, agreements or representations relating to the Confidential Material not specified herein.

9. The rights of Company to require strict performance of the obligations of Recipient pursuant to this Agreement shall not be impaired by the waiver of any breach or any provision hereof unless such waiver is in writing. No waiver shall limit or affect the rights of Company with respect to any other or future breach.

10. Recipient agrees and understands that a breach or anticipated breach of the provisions of this Agreement may cause irreparable harm for which money damages would not be a sufficient remedy. Therefore, as a remedy for any such breach or anticipated breach, the Company may be entitled to seek injunctive relief as well as reimbursement by Recipient of reasonable legal and other expenses. Such remedy shall not be deemed to be an exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity. Recipient further acknowledges that the covenants contained herein are necessary for the protection of the Property owner's legitimate business interests and are reasonable in scope.

11. This Agreement shall be governed by, interpreted, construed, and given effect in all respects according to the laws of the Commonwealth of Pennsylvania. The Parties hereby consent and submit to the jurisdiction of the courts of Allegheny County, Pennsylvania over any action at law, suit in equity or other proceeding which may arise out of this Agreement.

12. Any modifications or amendment of this Agreement must be in writing and signed by authorized representatives of both Parties.

13. No publicity or advertising relating to this Agreement or the Potential Transaction may be released by either Party without the prior written approval of the other Party.

14. This Agreement relates solely to the rights and obligations of the Parties with respect to the purposes of this Agreement as set forth herein and shall not extend to any other activities, transactions, relationships, contracts or work, or be deemed to create a general partnership, joint venture, agency or employment relationship among the Parties of any kind whatsoever. Neither Party has any authority or right, nor shall either party hold itself out as having any authority or right, to assume or create any obligation of any kind whatsoever expressed or implied, on behalf of the other Party without the prior, express written consent of such other Party.

15. The failure or omission by a Party at any time to enforce or require strict or timely compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of that Party to avail itself of the remedies it may have in relation to any breach of any such provision.

16. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall continue in full force and effect, except for any such invalid and unenforceable provision.

17. All notices shall be in writing and shall be properly delivered or duly mailed by registered letter and addressed to the Parties at the addresses set forth below.

If to Company:

Oxford Realty Services
c/o Legal Department
2545 Railroad Street
Pittsburgh, PA 15222

If to Recipient

18. Nothing herein shall prevent the Company from negotiating with third parties in regards to sale of the Property nor obligate or bind the Parties to complete or enter in to a definitive agreement in relation to the Potential Transaction.

19. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements, writings, discussions, commitments, understandings, communications or representations made by either Party to the other with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

OXFORD REALTY SERVICES, INC.

By: _____

Title: _____

By: _____

Title: _____