

Confidentiality and Non-Disclosure Agreement

This Confidentiality Agreement is effective as of _____, 20__ between UG Arden LP, a California limited partnership (together with any affiliates thereof, hereinafter referred to as “UG Arden”) with its principal place of business located at 1000 4th Street, Suite 290, San Rafael, CA 94901, and _____ (hereinafter referred to as the “Recipient”) with its principal place of business located at _____.

RECITALS

WHEREAS, the parties have determined to establish terms governing the use and protection of Confidential Information (as defined in Section 1 of this Agreement) that UG Arden may disclose to the Recipient.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Confidential Information:** “Confidential Information” shall mean any financial data, information, technical data, know-how or leasing opportunities, tenants, relating to the business, services or products of UG Arden, including without limitation (i) any financial information, (ii) any research, products, services, business plans, leasing contacts or terms, documents, drawings, electronic files, plans, programs, specifications or software, (iii) any distribution, marketing, financial, merchandising, sales, and salary information or (iv) other materials (hereinafter collectively referred to as “Confidential Information”) which is disclosed by UG Arden or on its behalf, before or after the date hereof, to the Recipient or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection. “Confidential Information” does not include information, technical data, leasing opportunities or know-how which the Recipient establishes: (a) is already published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to UG Arden by the Recipient; (b) is rightfully received by the Recipient from a third party without, and not in breach of, any obligation of confidentiality known to the Recipient; (c) is independently developed by personnel or agents of the Recipient without access to the Confidential Information of the other; or (d) is already known to the Recipient at the time of disclosure without an obligation of confidentiality on the part of the Recipient. In the case of clauses (c) and (d) above, the Recipient shall bear the burden of proof.
2. **Non-disclosure of Confidential Information:**
 - a. Recipient recognizes that UG Arden’s Confidential Information is considered confidential and is not known to the general public.
 - b. Recipient acknowledges and agrees that UG Arden’s Confidential Information was and will continue to be developed, acquired and compiled by UG Arden at great effort and expense and is the property of UG Arden. Recipient acknowledges and agrees that this Confidential Information is valuable, special

and unique and that the Confidential Information could be adapted for use by other businesses competitive with UG Arden, including, but not limited to Recipient's business, if made available to them. Recipient acknowledges that UG Arden operates in a competitive environment in which Confidential Information is valuable, and that material and irreparable injury may be done to UG Arden if the Confidential Information was disclosed to third parties, particularly competitors or potential competitors, or if Recipient should make use of the Confidential Information for its own gain.

- c. Recipient understands that Recipient may become familiar with UG Arden's Confidential Information, which will necessarily be disclosed to Recipient as a part of Recipient's engagement with UG Arden.
- d. Recipient agrees to treat all Confidential Information in a secret and confidential manner at all times. Recipient shall use UG Arden's Confidential Information only as necessary and not make any other use or disclosure of any Confidential Information, directly or indirectly, for any purpose whatsoever, to any person or entity without specific written authorization from UG Arden.
- e. It is agreed that the obligations of confidentiality do not apply to any information which is now published or which subsequently becomes generally publicly known, unless the information became public as a direct or indirect result of Recipient's breach of this Section 2.
- f. In the event a governmental entity or a court of law requires Recipient to disclose any of the Confidential Information, the Recipient agrees to the extent not prohibited by law or court order that it will provide UG Arden with prompt notice of such request(s) or the receipt of legal process in order to enable UG Arden to (i) seek an appropriate protective order, (ii) consult with Recipient with respect to UG Arden taking steps to resist or narrow the scope of such request or process and/or (iii) waive compliance in whole or in part with this Agreement to maintain the confidentiality of the Confidential Information. To the extent not prohibited by law or court order, Recipient will reasonably cooperate with UG Arden's efforts, at UG Arden's sole expense, to obtain a protective order or otherwise to resist or limit disclosure of the Confidential Information. If disclosure of such information is required in the opinion of Recipient's counsel, Recipient shall disclose only that portion of Confidential Information that is legally required to be disclosed in the opinion of such counsel.
- g. Following the termination of engagement with UG Arden for any reason, Recipient will not take or keep any of UG Arden's property or any of its Confidential Information in any form (electronic or hard copy), whether as an original, a facsimile, a copy, or an extract or summary of any kind, and will immediately return to UG Arden (or destroy and certify in writing that Recipient has done so) property and any materials containing or constituting Confidential Information which Recipient may then possess.

3. **Enforcement of Covenants:** Recipient understands that breach of any of the covenants in the Agreement is material and may cause UG Arden irreparable harm for which damages and other legal remedies will be inadequate. Consequently, in the event that Recipient breaches or threatens to breach any of the provisions of this Agreement, UG Arden shall be entitled to equitable relief, including a temporary restraining order, preliminary injunction and permanent injunction, in order to protect the right of UG Arden and prevent or restrain and such breach by Recipient directly or indirectly acting for or with Recipient. Such injunctive relief shall be in addition to and not in lieu of monetary damages to which UG Arden may be entitled under the law. Nothing in this Agreement shall be construed as prohibiting UG Arden from pursuing any remedies available to UG Arden for such a breach or threatened breach. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to all costs of resolving the dispute, including reasonable attorney's fees.
4. **Non-Solicitation.** For a period of two (2) years from the date of this Agreement, (a) Recipient shall not divert, solicit or attempt to divert, or assist or encourage any person in diverting, soliciting or attempting to divert, to or for Recipient or any competitor of UG Arden any leasing opportunities, broker or supplier of UG Arden; and (b) Recipient shall not, without UG Arden's prior written consent, directly or indirectly, hire or solicit for employment (whether as an employee, consultant or otherwise) any person (i) who is employed in a management, supervisory or senior technical or operational position with UG Arden or any of its affiliates, or (ii) with whom Recipient comes in contact in connection with its dealings with UG Arden; provided, however, that this prohibition shall not apply to solicitations made to the public or the industry generally through advertising or electronic listing which are not targeted at employees of UG Arden or any affiliate thereof and any hiring solely as a result of such solicitation.

5. Miscellaneous

- a. Nothing in this Agreement grants or is to be construed as granting to Recipient any rights other than those expressly provided in this Agreement, including, without limitation, any right (including a license), title or interest in any Confidential Information. Title to all property received by the Recipient from UG Arden, including all Confidential Information, shall remain at all times the sole property of UG Arden and this Agreement shall not be construed to grant to Recipient any licenses or similar rights to any patent, patent application, know how, trade secret, or other proprietary right.
- b. Neither this Agreement nor the disclosure or receipt of any Confidential Information shall constitute or imply any promise or intention to enter into any particular arrangement by either party hereto or its affiliates.
- c. Recipient may not assign (by operation of law or otherwise) any right or delegate any duty under this Agreement without obtaining the prior written consent of UG Arden.

- d. This Agreement shall be governed by and shall be interpreted and construed in accordance with the laws of the State of California.
- e. Recipient shall not disclose UG Arden's name, the existence of this Agreement, or the subject matter hereof in any publicity, advertising or public announcement without the prior written consent of UG Arden.
- f. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, between the parties relating to the subject matter of this Agreement, except those fully expressed herein.
- g. In the event of any provision or portion of this Agreement is declared invalid by any court of competent jurisdiction, said declaration will have no effect upon the remaining provisions of this Agreement, except to the extent that such declaration of invalidity renders any other provisions invalid, and all non-affected provisions will remain in full force and effect and will constitute the complete understanding of the parties.
- h. Recipient acknowledges that Recipient has carefully read this Agreement in its entirety and has had the opportunity to ask questions of UG Arden and an attorney of Recipient's choice about this Agreement. Recipient certifies that Recipient understands and voluntarily agrees to each provision of this Agreement.
- i. Neither this Agreement nor the disclosure or receipt of any Confidential Information shall constitute or imply any promise or intention to enter into any particular arrangement by either party hereto or its affiliates.

(Signatures immediately follow)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UG ARDEN, LP

a California limited partnership

By: UG Properties, LLC

a California limited liability company

Its: General Partner

By: WL & Associates Realty Advisors, LLC

a California limited liability company

Its: Managing Member

By: _____

John Walsey

Its: Manager

RECIPIENT _____

By: _____

Name: _____

Title: _____