

501-504 Vandell Way
c/o Cushman & Wakefield Capital Markets Group
425 Market Street, Suite 2300
San Francisco, California 94105
Attention: Courtney Trunnell
Email: Courtney.trunnell@cushwake.com

Re: Confidentiality and Non-Solicitation Agreement

Ladies and Gentlemen:

The “Owner” in this letter agreement (the “Agreement”) owns the Property located at **501, 502, 503, and 504 Vandell Way in Campbell, CA** (the “Property”).

The undersigned (“Purchaser”) has requested that Owner disclose to it or its Representatives (as defined herein) certain information relating to the Property in connection with the potential purchase of the Property (the “Transaction”) and the Owner is willing to make such disclosures solely for the purpose of evaluating and negotiating the Transaction (the “Purpose”). For purposes herein, “Confidential Information” shall mean the confidential and proprietary information relating to the Property, in any form, supplied to the Purchaser in writing and identified as being confidential or would otherwise be regarded as confidential by a reasonable person under similar circumstances or, if disclosed orally or in any other form, shall be confirmed in writing within thirty (30) days after such disclosure, but shall not include any information which: (a) was in the public domain at the time it was disclosed or falls within the public domain after it was disclosed, other than through the fault of the Purchaser; (b) was rightfully known by the Purchaser (without an obligation of confidentiality with respect thereto at the time of disclosure by the Owner, as evidenced by Purchaser’s written records; or (c) becomes known to the Purchaser (without an obligation of confidentiality with respect thereto) from a source other than the Owner who had the right to make such disclosure . In consideration of the promises set forth herein, Purchaser agrees as follows:

1. Without Owner’s prior written approval, Purchaser shall not disclose to any third party: (a) the existence or terms of this Agreement; or (b) the existence or terms of any discussion regarding the Purpose or the Transaction.
2. Purchaser agrees not to: (a) disclose Confidential Information; or (b) use or duplicate Confidential Information for any reason other than accomplishing the Purpose without the prior written approval of the Owner. Purchaser and its Representatives (as defined below) will keep in strict confidence and will not disclose or use any Confidential Information, except as expressly permitted in this Agreement or agreed in writing by the Owner, including but not limited to Purchaser’s or any Representative’s analysis of such Confidential Information, or any appraisal, engineering, environmental, or other report prepared by a third party on behalf of Purchaser in connection with the Purpose. Purchaser may disclose Confidential Information only to (a) its employees, agents, consultants, officers, collaboration partners, and affiliates, who have a need to know such information for the fulfilment of the Purpose (collectively, “Representatives”); (b) in response to applicable law or order issued by a court of competent jurisdiction, but only to the extent legally required as advised by counsel; and (c) in any filings with governmental authorities required pursuant to the Transaction.
3. Purchaser will cause all Representatives, to which the Transaction is disclosed or to which any Confidential Information is made available, to be bound by a written agreement or established professional responsibility

standards containing confidentiality obligations no less restrictive than those set forth under this Agreement. If Purchaser uses a broker for the Transaction, the broker will also execute this Agreement where indicated below, shall be considered a Representative, and agrees to be bound by all obligations of non-disclosure and non-use of Confidential Information, including but not limited to any Offering Memorandum and any analysis contained therein, under this Agreement. Purchaser will be responsible for any acts or omissions by any of its Representatives as if such acts or omissions were the acts or omissions of the Purchaser itself.

4. The time period for disclosing Confidential Information hereunder shall be sixty (60) days from the date of full execution of this Agreement (“Term”). The terms of this Agreement shall apply during the Term and for a period of two (2) years after the expiration or termination of this Agreement. Purchaser and its Representatives will not communicate with any tenant of the Property relative to the Property or such tenant’s lease without the prior written consent of Owner.
5. Under no circumstances will the provision of any Confidential Information under this Agreement obligate Owner for the payment of any commission to any broker or agent. Cushman & Wakefield (“Broker”) will act as Owner’s broker in connection with this Agreement and with the Transaction, subject to the terms of a separate agreement between Owner and Broker, and Owner will pay any commission owed to Broker pursuant to such separate agreement. Any commission owed to any other broker or agent in connection with this Agreement or the Transaction will be paid by Purchaser.
6. Upon the expiration or termination of this Agreement or if Purchaser has not entered into a formal purchase and sale agreement for the sale of the Property to Purchaser (a “Purchase Contract”) within sixty (60) days after the date of full execution of this Agreement, Purchaser will promptly return all Confidential Information to Owner or destroy all tangible items containing or consisting of Confidential Information, whether given to Purchaser or generated by the Purchaser or its Representatives, including such information provided in an electronic or digital form including any and all copies, and Purchaser will continue to be bound by the terms of this Agreement.
7. Unless otherwise stated in writing, all Confidential Information provided hereunder is on an “AS-IS” basis. The use of Confidential Information disclosed hereunder is at Purchaser’s own risk and Purchaser waives all claims against Owner and releases Owner from any liability, arising from Purchaser’s or Representatives’ use of such Confidential Information.
8. Purchaser agrees to indemnify and hold harmless Owner against and from any claim, judgment, loss, liability, cost or expense (including, without limitation, reasonable attorneys’ fees and disbursements) resulting from any unauthorized disclosure or use of Confidential Information under this Agreement. Purchaser agrees that the unauthorized disclosure or use of Confidential Information may cause irreparable harm to Owner and in the event that Purchaser breaches any provision of this Agreement, in addition to any other remedies that may be available to Owner at law or equity, Owner will be entitled to seek injunctive relief (including specific performance) from any court of competent jurisdiction, without proof of damages. Owner will be entitled to reasonable attorneys’ fees and costs incurred in enforcing any action brought under this Agreement.
9. The validity, interpretation, and construction of this Agreement will be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

[print name of Purchaser]

[print name of Purchaser's broker, if any]

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Phone: _____

e-mail: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Phone: _____

e-mail: _____