



**Rexford
Industrial**

**STANDARD CONFIDENTIALITY AND
NONDISCLOSURE AGREEMENT**

This Confidentiality Agreement, effective _____, 2023 ("Effective Date"), is by and between REXFORD INDUSTRIAL REALTY, L.P., a Maryland limited partnership, with its principal office at 11620 Wilshire Boulevard, Suite 1000, Los Angeles, California 90025 ("Rexford") and _____, a _____ ("Company").

The parties agree that the following terms will apply:

"Disclosers" of Confidential Information shall include only the following (mark those that apply):
 Rexford
 Company

"Recipients" of Confidential Information shall include only the following (mark those that apply):
 Rexford
 Company

1. PURPOSE OF DISCLOSURE.
Recipient acknowledges and agrees that Recipient's access to the Confidential Information is solely for the purpose of evaluating a possible future business relationship between Company and Rexford. Recipient shall not use, reproduce, circulate, plagiarize or otherwise disclose any Confidential Information to any party except as expressly provided in this Agreement.

2. DESCRIPTION OF CONFIDENTIAL INFORMATION.

For Company: If Company is indicated above as a "Discloser", then Company's Confidential Information shall include information and discussions relating to Company's business, financial information, products, services, software, or systems.

For Rexford: If Rexford is indicated above as a "Discloser", then Rexford's Confidential Information shall include all information and discussions relating to Rexford's business, real

estate, leases, environmental and property assessments, investments, acquisitions, development, engineering, construction and/or technical information, marketing information, trade secrets, technology, processes, drawings, specifications, programs, models, financial information and projections, developments, designs, marketing materials, plans and strategies, tenant and seller lists, employee lists, and other valuable business information and products.

3. TERM. The term of this Agreement shall be one (1) year from the Effective Date. Upon termination or upon request of Discloser, whichever occurs first, Recipient shall destroy the Confidential Information and any copies thereof. Upon request, Recipient shall have an authorized representative certify such destruction to Discloser in writing. Provisions that, by their nature, are continuing shall survive termination of this Agreement.

4. CONFIDENTIALITY PERIOD.
Confidential Information continues to be subject to this Agreement for five (5) years following termination or expiration of this Agreement. The parties agree to rely on protection provided by their patents, copyrights and other intellectual property rights after such period.

5. RECIPIENT'S OBLIGATIONS.
Recipient agrees to use the same care to avoid disclosure of the Confidential Information as Recipient uses with its own similar Confidential Information, but in any case not less than reasonable care. Recipient may disclose Confidential Information to: (a) its employees who have a need to know; (b) its contractors, agents, lenders, accountants or attorneys who have a need to know and who are notified of the Agreement; and (c) any other party with Discloser's prior written consent.

Recipient shall not remove any proprietary, copyright, trade secret or other legend from any form of the Confidential Information. Recipient

shall not copy or reproduce, in whole or in part, any Confidential Information without written authorization of Discloser, except as is reasonably required to accomplish the purpose stated herein. Recipient agrees that should any unauthorized disclosure or use of the Confidential Information be made by Recipient, its employees or contractors, Recipient will (a) immediately notify Discloser of same; (b) take all reasonably necessary steps to prevent further unauthorized disclosure and/or use; and (c) cooperate with Discloser in its efforts to secure the Confidential Information and protect Discloser's proprietary rights therein.

6. **EXCEPTIONS.** Notwithstanding anything herein to the contrary, no obligation of confidentiality applies to any Confidential Information that (a) Recipient already knew at the time of disclosure by Discloser, as evidenced by Recipient's business records; (b) Recipient independently developed, providing Recipient can show that such development was accomplished by it, or on its behalf, without the use of, or any reference to, the Confidential Information; (c) is made public by Discloser; (d) is disclosed with Discloser's prior written approval; (e) is disclosed to Recipient by a third party without breaching such third party's obligations of confidentiality to Discloser; or (f) is required to be disclosed pursuant to judicial order or requirement of law, in which case the Recipient shall make reasonable efforts to notify Discloser of such order or requirement. If only a portion of the Confidential Information falls under one of the preceding clauses (a) through (f), then the Recipient's obligations of confidentiality and non-use as expressly provided under this Agreement shall be restricted only in regards to such portion of the Confidential Information not covered by one of the preceding clauses (a) through (f).

7. **TITLE.** Discloser shall retain title to the Confidential Information, and all copies thereof.

8. **NO LICENSE.** Discloser grants no license to Recipient pursuant to any copyright, patent, trademark or trade secret rights by the disclosure of the Confidential Information.

9. **DISCLAIMER.** Discloser is providing the Confidential Information "As Is". Recipient understands and acknowledges that Discloser makes no representations or warranties, express or implied, as to the accuracy or

completeness of Confidential Information disclosed hereunder. Recipient agrees that Discloser will not be liable for any damages arising out of Recipient's use of Confidential Information. Any use of or reliance upon the Confidential Information is at Recipient's risk. Nothing contained in this Agreement shall obligate either party to negotiate or enter into a definitive agreement of any kind with the other party, or otherwise obligate either party to purchase or supply equipment, materials or services from or to the other. If Company is checked as a Discloser, the parties acknowledge that each of the parties may be engaged now or in the future in relationships with entities that may be competitive with or be obtaining information that is competitive with Confidential Information of the Discloser, and nothing herein prevents either party from pursuing such relationships or entering into agreements with such competitive parties.

10. **BREACH.** Due to the nature of the property that is the subject of this Agreement, Discloser shall have the right to seek equitable relief to enforce any right arising hereunder or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any available legal relief. Such equitable relief may include, but is not limited to, the seeking of a temporary or permanent injunction, restraining order or order for specific performance, and may be sought in any appropriate Court, with or without prior notice, depending on the circumstances. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. **GENERAL.**

(a) Headings included in this Agreement are for convenience only and are not to be used to interpret the agreement between the parties.

(b) If any part of this Agreement is held unenforceable or invalid, the remaining provisions shall continue in full force and effect.

(c) Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

(d) Only a written agreement signed by authorized representatives of both parties can modify or amend this Agreement.

(e) This Agreement shall be governed by the laws of the State of California.

(f) The parties represent that this Agreement shall be binding on them and their respective affiliates, it being understood that the term affiliates shall refer to any company controlling, controlled by, or under common control with Company or Rexford, respectively, through stock ownership, direct or indirect.

(g) Each of the parties warrants and represents that it has the right to enter into this Agreement and to provide the Confidential Information to the other party, and that such acts

**REXFORD INDUSTRIAL REALTY, L.P.,
a Maryland limited partnership**

**By: Rexford Industrial Realty, Inc.,
a Maryland corporation,
Its General Partner**

By: _____

Name: _____

Title: _____

will not violate any other agreements or policies that the Discloser has with any third parties.

(h) This Agreement may be signed and delivered electronically or by fax with the same effect as if a signed original.

The parties acknowledge they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree the complete, exclusive and final statement of the agreement between the parties relating to this subject shall consist of this Agreement only. This Agreement supersedes all communications, oral or written, between the parties relating to the subject.

COMPANY:

By: _____

Name: _____

Title: _____