

REGION OF CHOICE CORPORATE PLEDGE
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into and effective on the date set forth on the signature page hereto (the “Effective Date”), by and between the counterparty identified on the signature page hereto (the “Company”), and **Metropolitan Milwaukee Association of Commerce, Inc.**, a Wisconsin corporation (the “Recipient”).

WHEREAS, the Company is willing to furnish to the Recipient certain Confidential Information (as defined below) for participating in the Region of Choice Corporate Pledge (the “Pledge”) during the calendar years of 2020 to 2025 (the “Pledge Period”); and

WHEREAS, Recipient intends to use the Confidential Information to produce annual aggregated, anonymized reports relating to certain employment statistics (the “Permitted Purpose”) on a confidential basis subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. “Confidential Information” means all information regarding the Company or its affiliates furnished or communicated to the Recipient in connection with participation in the Pledge before or after the date hereof, including, but not limited to, employee data, employee demographics, number of employees, employee roles, positions and compensation, diversity statistics and any other business information. Confidential Information does not include any data or information which (i) prior to or after the time of first disclosure becomes generally available to the public, other than as a result of breach of this Agreement; (ii) the Recipient can establish was in the Recipient’s possession prior to the first disclosure to the Recipient by the Company; or (iii) is disclosed to the Recipient by a third party who is under no obligation restricting the disclosure of such information, such as a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to the Company with respect to such information.
2. The Recipient acknowledges that the Company considers the Confidential Information to constitute confidential, sensitive and proprietary information and agrees that it shall use its good faith efforts (a) to keep all Confidential Information confidential and (b) not disclose or use it except as specifically permitted under this Agreement. The Recipient will not use any Confidential Information for any purpose other than for the Permitted Purpose. The Company acknowledges and agrees that the Recipient may use and disclose aggregated and anonymized Confidential Information for research and publication in connection with the Permitted Purpose. For purposes of this Agreement, information shall be deemed “anonymized” if such information has been aggregated with information of other participants in the Pledge such that it cannot be associated with or attributed to the Company in any way.
3. The Recipient may disclose the Confidential Information only: (i) with the prior written consent of the Company; (ii) on a need-to-know basis to officers and employees of the

Recipient in connection with the Permitted Purpose and as permitted in Section 5, below; or (iii) in the event that the Recipient is required by law or regulation; provided that in the event of any such disclosure, the Recipient will notify the Company as soon as practicable prior to such disclosure in order to give the Company the opportunity to contest such disclosure by appropriate legal process, unless the Recipient is prohibited by court order or applicable law from providing such notice, and the Recipient will cooperate with the Company in its efforts to contest such disclosure at the Company's sole cost and expense.

4. At the end of the Pledge Period or in the event that the Company withdraws its participation from the Pledge before the end of the Pledge Period, the Recipient shall return, within ten (10) days following the Company's written request therefor, (i) all Confidential Information to the Company or (ii) certify in writing to the Company, from an executive officer of the Recipient, that it has destroyed all of the Confidential Information. Notwithstanding the foregoing, the Recipient shall not be obligated to destroy or return Confidential Information that has been aggregated and anonymized for the Permitted Purpose and is contained in any aggregated, anonymized report published or prepared in connection with the Permitted Purpose. All Confidential Information shall remain fully subject to the obligations of confidentiality stated herein until such Confidential Information has been returned or destroyed.
5. The Recipient shall maintain the Confidential Information in a separate file repository. Recipient shall designate a limited number of employees to have access to such files in connection with the Permitted Purpose and shall limit all other access to such files. Recipient shall inform all its directors, officers and employees (collectively, "Representatives") of the confidential nature of the Confidential Information and shall direct its Representatives to comply with this Agreement to the same extent as the Recipient. The Recipient shall be responsible for any disclosure or use of Confidential Information in violation of this Agreement by its Representatives.
6. Nothing in this Agreement shall be construed to obligate the Company to provide any Confidential Information. However, the Company will use reasonable methods to ensure the Confidential Information provided to the Recipient is accurate and truthful. The Company grants a non-exclusive, royalty free right and license to use, reproduce, host, reformat and create derivative works from the Confidential Information solely in connection with the Permitted Purpose, provided that all such works contain only aggregated and anonymized Confidential Information.
7. The Recipient shall maintain appropriate policies, procedures, and systems, including industry standard administrative, technical, and physical security measures, to protect the security, integrity, privacy and confidentiality of all Confidential Information to which the Recipient has access or of which the Recipient has custody, possession or control.
8. The Company acknowledges and agrees that, in connection with its participation in the Pledge, the Company may receive information or reports containing aggregated and anonymized information of other Pledge participants for purposes of industry and/or peer-size comparison. The Company agrees that it shall maintain the confidentiality of such information and reports and shall use them solely for internal purposes. Other parties participating in the Pledge ("Other Participants") shall be considered third party

beneficiaries to this Agreement, and such Other Participants shall have the ability and right to enforce this Agreement directly against the Recipient.

9. The term of this Agreement shall commence on the Effective Date and shall terminate on the second (2nd) anniversary of the end of the Pledge Period. Notwithstanding the foregoing, any and all Confidential Information provided to the Recipient under this Agreement shall be subject to the protections set forth in this Agreement for so long as it remains Confidential Information.
10. The Recipient acknowledges that monetary damages may be insufficient to remedy the damages that would be caused to the Company by breach of any of the Recipient's obligations under this Agreement. Accordingly, the Recipient acknowledges and agrees that the Company shall be entitled to injunctive relief to enforce the provisions of this Agreement in the event of any breach or threatened breach of this Agreement by the Recipient or its Representatives. The parties intend that the foregoing remedy shall be the Company's sole and exclusive remedy for any breach or threatened breach of this Agreement by the Recipient.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law that would apply the laws of another jurisdiction, and the parties expressly acknowledge and agree that all disputes arising between them with regard to this Agreement shall be resolved solely in the federal or state courts located in Milwaukee County, Wisconsin.
12. This Agreement and the Company's and the Recipient's respective obligations hereunder shall be binding upon the permitted assigns and successors of the Company and the Recipient and shall inure to the benefit of the permitted assigns and successors of the Company and the Recipient. This Agreement may not be assigned, in whole or in part, by the Recipient without the prior written consent of the Company.
13. This Agreement embodies the entire understanding and agreement between the Recipient and the Company with respect to the Confidential Information and supersedes all prior or contemporary understandings and agreements thereto, written or oral. This Agreement may not be amended, modified or waived except in writing signed by each of the parties hereto.
14. All notices or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be considered to be given and received in all respects (i) when hand delivered, (ii) three (3) business days after being mailed by registered or certified mail (postage prepaid, return receipt requested), (iii) one (1) business day after being delivered by an express courier (with confirmation), or (iv) when sent by facsimile, email or other electronic transmission actually received by the receiving party with written confirmation thereof (provided, that any such transmission sent on a Saturday, Sunday or legal holiday observed by the receiving party or after its close of business shall be considered to be given and received on the next business day), in each case addressed to a party at its address set forth on the signature page hereto or to such other address as a party shall designate by like notice, duly given.

15. The parties are not partners, joint ventures or principal-agents. Neither party shall have power of agency or any other authority to bind the other party in any manner.
16. In the event that any provision contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and such invalidity or enforceability shall be construed in the manner necessary to render such provision valid and enforceable to the fullest extent permitted by law.
17. This Agreement may be executed in counterparts, and a copy of any counterpart transmitted by facsimile, .pdf copy or other electronic transmission shall be deemed to constitute an original.
18. This Agreement has been drafted by Godfrey & Kahn, S.C. (“G&K”) as counsel for the Recipient. The parties acknowledge and agree that (a) a conflict exists between the interests of the Company and the interests of the Recipient in connection with this Agreement; (b) G&K has not represented the Company in any way in connection with this Agreement, even though G&K may represent the Company in connection with other, unrelated matters; and (c) the Company has been advised to seek the advice of independent legal counsel and has had the opportunity to do so.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Confidentiality Agreement dated as of the [] day of [], 2019.

[]

METROPOLITAN MILWAUKEE
ASSOCIATION OF COMMERCE, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address for notices:

Address for notices:

756 N Milwaukee St #400

Milwaukee, WI 53202

Attention: _____

Attention: _____

Email: _____

Email: _____

Fax: _____

Fax: _____