



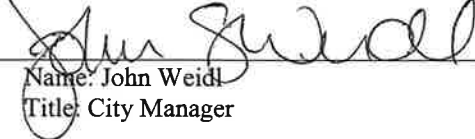
## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is made as of the date on which both Company Name (the "Company") and the City of Whitewater (the "City") have signed below (the "Effective Date"). The Company and the City will also be referred to, individually, as a "party" or, collectively, "the parties".

1. For purposes of this Agreement, "Confidential Information: means all information or material relating to the Company and conveyed by the Company to the City in written form or through discussions that is confidential, proprietary, business information, or a trade secret as defined by Wis. State. § 134.90(1)(c).
2. The Company shall clearly mark "CONFIDENTIAL," or "CONFIDENTIAL — TRADE SECRET" where applicable, all materials constituting or containing Confidential Information upon providing it to the City.
3. The City shall not use the Confidential Information other than in connection with the purposes contemplated by this Agreement and relating to the business and development discussions between the parties.
4. The City shall limit access to the Confidential Information solely to its employees and officials, employees and officials of governmental, or public-private authorities who have a direct and immediate need of such access. The parties agree that the City may share this information with appropriate officials of any local government that would be directly affected by the information.
5. The City shall not copy or reproduce, in whole or in part, any Confidential Information, except for its own use, without written authorization of the Company.
6. Except as outlined in this Agreement, the City shall not disclose the Confidential Information to third parties unless required to do so by law. The City may disclose Confidential Information to the extent required by an order of a court, administrative Council or other governmental body; and as required by any law, including Wisconsin's Public records law, Wis. Stat. § 19.31 et seq., rule or regulation; or by subpoena, summons or other administrative or legal process.
7. The company agrees that the City shall have no obligation with respect to any information which (a) is now or hereafter becomes publicly known without breach of this Agreement; (b) is disclosed to the City by a third party that is legally entitled to disclose such information; (c) is authorized by the Company's written consent.
8. The failure of either party to insist upon strict performance of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this Agreement.

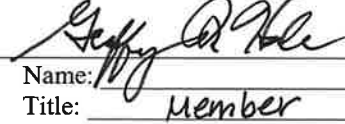
9. This Agreement and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin.
10. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings, or agreements relating to the subject matter. This Agreement may not be amended except by a written agreement signed by the parties.
11. This Agreement terminates as of the date the parties execute a final contract for the project contemplated by this Agreement or two (2) years after execution of this Agreement, whichever is first.

**CITY OF WHITEWATER, WISCONSIN**

By:   
Name: John Weidl  
Title: City Manager

Date: 3 / 14 / 2024

**PEARSON HALE FARM LLC**

By:   
Name: Geoff A. Hale  
Title: member

Date: 3 / 14 / 2024