

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “*Agreement*”) is made as of the _____ day of February 2024, between The Inland Real Estate Group, LLC, a Delaware limited liability company whose address is 2901 Butterfield Rd., Oak Brook, IL 60523, (“*Company*”), and _____ a(n) [_____], whose address is _____ (“*Recipient*”).

Company and Recipient desire to begin discussions regarding a business opportunity of mutual interest (the “*Business Purpose*”). In connection with such discussions, Company and Recipient recognize that there is a need for Company to disclose to Recipient certain confidential information of Company to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by Company, Recipient hereby agrees with Company as follows:

1. For purposes of this Agreement, “*Confidential Information*” means (i) all information (including financial information) concerning the operations and activities of the Company; (ii) any information relating to the Company that could in any manner inhibit, impede or devalue the Company in any manner, shape or form that is not already publicly available (other than through a breach of this Agreement); and (iii) any and all proprietary, confidential or non-public information and materials obtained or derivable by the Recipient, whether provided orally, electronically or in writing, during the term of this Agreement.

2. Recipient agrees: (i) to maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; (iii) not copy or otherwise reproduce Confidential Information in whole or in part; and (iv) not to use Confidential Information for any purpose except for the Business Purpose. Recipient may disclose Confidential Information solely to its employees, lenders, attorneys, and consultants (the “*Representatives*”) who have a bona fide need to know such Confidential Information for the Business Purpose and solely to the extent necessary to pursue the Business Purpose, and for no other purpose. Recipient shall be responsible for any breach of this Agreement by its Representatives.

3. The Recipient’s obligations in Section 2 will not apply to the extent any Confidential Information:

(i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of Recipient;

(ii) was known by Recipient prior to receiving such information from Company and without restriction as to use or disclosure;

(iii) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(iv) is independently developed by Recipient without access to any Confidential Information, as evidenced by Recipient’s written records.

4. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure:

- a. is in response to a valid order of a court or to another governmental body of the United States or any political subdivision thereof; or
- b. is required by law, regulation or a regulatory authority having jurisdiction over the Recipient; provided, however, that in the case of disclosure under either 4(a) or this 4(b), the Recipient shall use its reasonable best efforts to give prior written notice (unless prohibited by order, law, regulation or regulatory authority) to the Company within a reasonable time prior to any such proposed disclosure so that the Company may obtain at its own expense a protective order or confidential treatment with respect to such Confidential Information, and in any event such Confidential Information may be disclosed by the Recipient only to the extent it reasonably believes is required by such order, law, regulation or regulatory authority and the Recipient understands is intended to be used only for purposes for which such order was issued or as required by such law or regulation.

5. Upon Company's request, Recipient will promptly return to Company or destroy all tangible items or embodiments containing or consisting of Confidential Information and all physical copies thereof and provide Company with a written officer's certificate certifying Recipient's compliance with the foregoing obligation. Notwithstanding the foregoing, the Recipient may retain copies of any Confidential Information, including summaries, compilations or analyses thereof to the extent: (a) required by applicable law or regulation; (b) required by the Recipient's internal document retention and governance policies; or (c) it would be unreasonably burdensome to destroy (such as archived computer records). Any Confidential Information retained pursuant to subsections (a), (b) or (c) shall continue to be treated as Confidential Information subject to the restrictions set forth in this Agreement notwithstanding the termination hereof.

6. All Confidential Information remains the sole and exclusive property of Company. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Company, except as specified in this Agreement.

7. Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Company to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Recipient acknowledges that Company will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.

8. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Illinois (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or

written, between the parties regarding the subject matter of this Agreement. Recipient may not assign this Agreement, in whole or in part, without Company's prior written consent, and any attempted assignment without such consent will be void.

9. All notices, requests or demands to be given under this Agreement from one party to the other (collectively, "Notices" and individually a "Notice") shall be in writing and shall be given by personal delivery, or by overnight courier service for next Business Day delivery at the other party's address set forth below, or by email at the other party's email address set forth below. Notices given by personal delivery (i.e. by the sending party or a messenger) shall be deemed given on the date of delivery. Notices given by overnight courier service shall be deemed given upon deposit with the overnight courier service. Notices given by email transmission shall be deemed given on the date of transmission provided such transmission is completed by 5:00 p.m. (sending party's local time) on a Business Day, otherwise such delivery shall be deemed to occur on the next succeeding Business Day. If a party's office address is a business, the receipt or the refusal to accept personal or courier service delivery by a receptionist or by any person in the employ of such party, shall be deemed actual receipt by the party of Notices and rejected or refused delivery shall constitute valid delivery. The term, Business Day, means any day other than Saturday, Sunday or any other day on which national banks are required or are authorized to be closed in Chicago, Illinois. Notices may be issued by an attorney for a party and in such case such Notices shall be deemed given by such party. The parties' addresses are as follows:

COMPANY:

The Inland Real Estate Group, LLC
2901 Butterfield Rd.
Oak Brook, IL 60523
Email Address:
sasnau@inlandgroup.com

With a copy to:
Law Department
2901 Butterfield Rd.
Oak Brook, IL 60523
Email: chrtanek@inlandgroup.com

RECIPIENT:

Email Address: _____

With a copy to:

A party's address for Notice may be changed from time to time by Notice given to the other party in the manner herein provided for giving notice. Copies of Notices are for informational purposes only, and a failure to give or receive copies of any Notice shall not be deemed a failure to give notice, and shall in no way adversely affect the effectiveness of such Notice given to the addressee party.

10. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Illinois located in DuPage County, Illinois or the United States District Court for the Northern District of Illinois for any actions, suits or proceedings arising out of or relating to this Agreement (and you agree not to commence any action, suit or proceeding relating thereto except in such courts). The parties irrevocably and unconditionally

waive any objection to the laying of venue of any action, suit or proceeding arising out of this letter agreement or the transactions contemplated hereby in the courts of the State of Illinois, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

11. This Agreement will commence on the date first set forth above and will remain in effect for five (5) years from such date, at which time it will terminate.

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. Any assignment of this Agreement by a party without the prior written consent of the other party shall be void.

13. This Agreement may only be amended by a separate writing signed by each party expressly so amending this Agreement. Any provision of this Agreement may be waived by the party entitled to the benefit thereof, if in writing and signed by the party entitled to the benefit thereof.

14. The Company disclaims all warranties regarding the Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy, completeness or utility of the Confidential Information. Only those representations or warranties which are made in a definitive agreement between the parties, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. For purposes of this Agreement, the term "definitive agreement" does not include any executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of any offer or bid made by one party. Each party understands and agrees that no contract or agreement providing for any transaction involving the parties shall be deemed to exist unless and until a definitive agreement has been executed and delivered and each party hereby waives in advance any claims, including without limitation claims for breach of contract, in connection with any transaction between the parties unless and until the parties shall have entered into a definitive agreement. Each party also agrees that unless and until a definitive agreement regarding a transaction between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any other written or oral communication with respect to such transaction, except for the matters specifically agreed to herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement by their duly authorized officers or representatives as of the date first set forth above.

RECIPIENT

The Inland Real Estate Group, LLC

Signature: _____

Signature: _____

Name: _____

Name: John Sasnau

Title: _____

Title: Chief Procurement Officer

[SIGNATURE PAGE TO NON-DISCLOSURE AGREEMENT]