NONDISCLOSURE AND NON-CIRCUMVENT AGREEMENT

This MUTUAL NONDISCLOSURE AND NON-CIRCUMVENT AGREEMENT (the “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 (the “Effective Date”) between Meridian Trust Real Estate Services, Inc. an Corporation, for and on behalf of itself and its affiliates (“MTRES”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Participant,” and together with MTRES, each, a “Party,” and collectively, the “Parties”).

# PURPOSE

In the course of exploring a potential investment opportunity (the “Opportunity”), a Party may disclose to the other Party (the “Receiving Party”) certain technical and business information that the disclosing party (the “Disclosing Party”) considers confidential and proprietary.

# CONFIDENTIAL INFORMATION

## Definition. “Confidential Information” means any information disclosed previously or in the future by the Disclosing Party to the Receiving Party, either directly or indirectly in writing, verbally, that (i) the Disclosing Party considers confidential and (ii) is designated as “Confidential”, “Proprietary” or some similar designation, or would reasonably be understood to be confidential under the circumstances of disclosure. Confidential Information may also include information disclosed to a Disclosing Party by third parties.

## Exceptions. Confidential Information shall not include any information that (i) is or becomes publicly known and made generally available in the public domain through no breach of an applicable confidentiality or non-disclosure obligation; (ii) was previously known to the Receiving Party through proper means before disclosure by the Disclosing Party, as evidenced by the Receiving Party’s competent files and records; (iii) is acquired by the Receiving Party from a third party that is not in breach of any obligation of confidentiality or non-disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information, as evidenced by the Receiving Party’s competent files and records.

## Compelled Disclosure. If the Receiving Party receives a subpoena or other administrative or judicial process demanding Confidential Information received hereunder, unless prohibited by law the Receiving Party shall promptly notify and reasonably cooperate with the Disclosing Party so that the Disclosing Party may seek a protective order or similar remedy at Disclosing Party’s expense. Unless the demand is timely limited, quashed or extended, the Receiving Party shall be entitled to comply with such demand to the extent required by law.

# NON-USE AND NON-DISCLOSURE

The Receiving Party shall not use any Confidential Information that it receives hereunder for any purpose other than evaluating the Opportunity and any transaction related to the Opportunity. If the Receiving Party is an individual, the Receiving Party shall not disclose such Confidential Information to others without the Disclosing Party’s prior written consent. If the Receiving Party is an entity, it will restrict access to such Confidential Information solely to its personnel and professional advisors (including personnel and professional advisors of its wholly-owned subsidiaries) who (a) need to know the Confidential Information in connection with a use permitted by this Agreement, and (b) are bound by written obligations of confidentiality that are at least as restrictive as the terms of this Agreement; provided that the Receiving Party shall remain liable for said recipients’ use of the Disclosing Party’s Confidential Information. The Receiving Party agrees not to disclose any Confidential Information that it receives hereunder to any third parties. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party’s Confidential Information and which are provided to the Party hereunder.

# NON-CIRCUMVENTION

So long as this Agreement is in effect, neither Party shall (a) directly or indirectly contact or attempt to contact any person associated with the Opportunity or any transaction related to the Opportunity without direct involvement of the other Party; (b) discuss or enter into any discussions, negotiations, understandings, letters of intent or any other form of agreement or relationship with any person without the direct involvement of the other Party; or (c) attempt to circumvent the other Party to make contact with the owner(s) of the Opportunity; provided, this section shall no longer apply to either MTRES or Participant if MTRES or Participant is no longer actively pursuing the Opportunity.

# MAINTENANCE OF CONFIDENTIALITY

The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information received hereunder, which in no event shall be less than those measures that the Receiving Party takes to protect its own highly confidential information. The Receiving Party shall not make any copies of Confidential Information received hereunder except (a) as may be reasonably necessary in furtherance of the Purpose, or (b) subject to the prior written approval of the Disclosing Party. The Receiving Party shall reproduce any proprietary rights notices on any such copies in the same manner that such notices were set forth on the original. The Receiving Party will immediately notify the Disclosing Party of any unauthorized use or disclosure of any of the Disclosing Party’s Confidential Information.

# NO OBLIGATION

Nothing herein shall obligate a Party to proceed with any contemplated transaction, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

# NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, NON-INFRINGEMENT OR PERFORMANCE.

# RETURN OF MATERIALS

Within ten (10) days after termination or expiration of this Agreement, or upon request by the Disclosing Party, the Receiving Party shall return or certify in writing the destruction of all tangible materials (including without limitation copies and magnetic storage media) that contain or reflect any of the Disclosing Party’s Confidential Information disclosed hereunder. The Receiving Party may retain, subject to the terms of this Agreement, a copy of the Confidential Information as required for compliance with its internal recordkeeping requirements or according to provisions of mandatory law or regulatory requirements.

# NO LICENSE

All Confidential Information disclosed hereunder and any derivatives (including any notes, analysis, result, developed technologies or concepts), improvements and modification shall remain the exclusive property (including intellectual property) of the Disclosing Party. The Disclosing Party does not grant any express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights in its Confidential Information or intellectual property under this Agreement.

# TERM

A Party may terminate this Agreement upon written notice to the other party; provided that the confidentiality and non-disclosure obligations of a Receiving Party hereunder shall survive until the sooner of (a) such time as all Confidential Information that it received hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party, or (b) two (2) years after signature of this Agreement by both Parties.

# REMEDIES

Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

# WAIVER OF JURY TRIAL

THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THE PARTIES MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

# GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to conflict of law rules. The Parties agree and consent to jurisdiction in the federal and state courts in the State of Oregon, in Multnomah County, and the federal courts in the District of Oregon.

# ASSIGNMENT

Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party; however, either Party may assign or transfer this Agreement without the prior written consent of the other Party in connection with a merger, acquisition, sale of substantially all its assets or other such corporate reorganization. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

# MODIFICATION AND WAIVER

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by writing signed by both parties hereto.

# COMPLETE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior agreements, conditions, representations, warranties, arrangements and communications, oral or written, and all other communications between the parties relating to its subject matter. This Agreement may be executed electronically, by facsimile, or by emailed scanned signatures, and in counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one agreement binding on the Parties.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

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| **Meridian Trust Rea Estate Services, Inc.** | |  | **=** | |
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| By: |  |  | By: |  |
| Name: | Richard M Freimark |  | Name: |  |
| Title: | President/Principal Broker |  | Title: |  |