

CONFIDENTIALITY AGREEMENT

This AGREEMENT made this ___ day of _____, 2024 by and between Lee Quaglia and Cathy Quaglia and Aspen East Inc. with an address at 3429 US Rt 4, Killington, Vermont, (hereinafter collectively called “OWNER”) and the Undersigned, _____ and _____ with address as set forth below (hereinafter called “Interested Party”).

RECITALS

WHEREAS, OWNER and its affiliated entities (all herein referred to collectively as OWNER) have developed, claim ownership to, and hold certain plans, drawings, specifications, models, designs, processes, methods, and information relating to running a retail ski shop;

WHEREAS, Interested Party in connection with his/her/their possible interest in purchasing the Aspen East property (hereafter “Store”) has expressed a desire to visit the Store and to look at various plans, drawings, and financial material (hereafter “Confidential Materials”) relating to the Store;

WHEREAS, OWNER is willing to allow **Interested Party** to inspect the Store and review Confidential Materials, but subject to OWNER’s need to protect its confidential, proprietary, and trade secret information;

WHEREAS, Interested Party understands that confidential, proprietary, and trade secret information has value to OWNER.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties hereto agree as follows:

1. **Information.** Owners Confidential Materials includes, but is not limited to, all equipment, its configuration, and the systems for handling and using such equipment, all financial and sales records, all plans, drawings, specifications, models, designs, processes, and methods, all customer information, all memoranda, letters, notes, graphs, computer based or generated information and documents, magnetic media and other tangible materials as well as intangible information relating thereto supplied orally or in writing or observed visually by Interested Party, or any combinations of any of the foregoing (each, all, and every of the foregoing hereinafter called “Information”). Any Information in tangible form shall be reviewed by Interested Party and no copies or other duplications thereof shall be made by Interested Party, except to Interested parties professionals for the purpose of reviewing potential purchase of the Store.
2. **Trade Secrets.** It is understood and agreed that all Information now is and shall, except as hereinafter set forth, constitute trade secrets of and belong absolutely to OWNER. In no event shall Interested Party use, discuss, disclose, or divulge the Information to any entities or persons, other than in connection with the Review, and then only to the minimum number of responsible employees, officers, agents, or representatives of Interested Party directly engaged in evaluating the Information and utilizing same in such Review. Interested Party further agrees to disclose the Information only to those responsible employees, officers, agents, or representatives to whom it shall be essential to disclose the Information in connection with such Review and then only to such employees, officers, agents, or representatives as execute a Confidentiality Agreement containing terms substantially identical hereto or acknowledging that said employee, officer, agent, or representative has read, understands, and agrees to be bound by and subject to the terms hereof.

3. **Title**. Interested Party acknowledges and agrees that all right, title, and interest in and to the Information is, shall be, and shall remain exclusively and absolutely in OWNER or its affiliated companies and Interested Party shall make or lay no claim whatsoever to any right, title, or interest in the Information in the United States or elsewhere on behalf of itself or on behalf of any other person or entity.
4. **Confidentiality**. Interested Party agrees to keep the Information strictly secret and confidential at all times and not to disclose or to make any use of the Information except in connection with the Review. Interested Party agrees immediately upon request of OWNER to return all written or other physical or tangible embodiments of or relating to the Information to OWNER together with all copies thereof or any tangible property or thing resulting therefrom or any parts or combinations thereof and not to use the Information in whole or in part or to disclose or divulge the Information to any third party, person, or entity whatsoever.
5. **Exceptions**. The obligations to secrecy, confidentiality, nonuse, and nondisclosure of the Information apply absolutely and unconditionally unless the Information:
 - 5.1. already was known to Interested Party before disclosure by OWNER (whether on the Site Visit or otherwise), which such knowledge must be demonstrated by Interested Party in the form of written, tangible, or physical evidence.
 - 5.2. is or becomes knowledge in the public domain after the date hereof through no fault, act, or omission of Interested Party or any other person subject to the same or similar requirements of confidentiality as provided herein (but only after, and to the extent that, it is published or otherwise becomes part of the public domain).
 - 5.3. is knowledge that can be shown by Interested Party to have been in the public domain prior to the date hereof.
 - 5.4. is knowledge that properly is provided to Interested Party without restriction by an independent third party who, to the best of Interested Party's knowledge and belief after careful investigation and inquiry, was under no obligation of confidentiality, secrecy, nonuse, and nondisclosure to OWNER or its affiliates.

The burden of proof and persuasion to prove that the information came to Interested Party's knowledge or possession in one or more exempt fashion lies with Interested Party.

6. **Licenses**. Nothing contained herein shall be deemed to be or to constitute, by implication or otherwise, the grant of any license, immunity, or other right by OWNER to Interested Party or to any other person to obtain any Information not disclosed or with respect to any Information disclosed under the terms of this Agreement.
7. **Term and Termination**. This Agreement shall continue in full force and effect until terminated by either party hereto by giving notice of termination in writing to the other party after the fifth (5th) anniversary of the effective date hereof, which such notice must be given at least three (3) months prior to the termination date designated in such notice. Termination of this Agreement, howsoever caused and by whomsoever determined, shall not relieve Interested Party of the obligations contained in paragraphs 1 through 6 hereof.
8. **Remedies**. It specifically is understood and agreed that Information has value to OWNER, that the violation of this Agreement would cause damage to OWNER, and that such damage might be difficult to quantify with particularity. Accordingly, in addition to any and all other remedies that may be available to OWNER, under law, this Agreement, or otherwise, for breach of or default under this Agreement by Interested Party, OWNER may obtain specific performance, injunctive relief, or other equitable remedy to enforce compliance with the terms and conditions hereof.

9. **Choice of Law.** This Agreement and the rights, duties, obligations, and remedies of the parties hereto shall be governed by and construed in accordance with the laws of the State of Vermont whose Courts shall have jurisdiction in the matter and over any dispute arising hereunder to which jurisdiction consent specifically hereby is granted.

10. **Binding Effect.** This Agreement and all the rights, duties, obligations, and remedies of the parties hereto shall be binding upon and inure to the benefit of each of the parties hereto, their respective directors, officers, agents, employees, successors, assigns, legal representatives, and affiliated entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Aspen East, Inc. Owners

By _____

Witness

Interested Party _____

By _____

Duly Authorized Agent

Witness

Address _____

Email _____

Mobile _____

Interested Party _____

By _____

Duly Authorized Agent

Witness

Address _____

Email _____

Mobile _____