

NON DISCLOSURE AGREEMENT

Date: _____

To Whom It May Concern,

You have requested information from Keels & Wheels, LLC (the "Company") in connection with your consideration of a possible transaction involving you and the Company. Because we are furnishing such information to you, we are requiring that you agree, as set forth below, to treat confidentially such information, and any other information we or our agents furnish to you, whether furnished before or after the date of this letter (collectively, the "Confidential Material").

You agree the Confidential Material will be used only for purposes of considering the transaction referred to in the first paragraph of this letter and will not be used by you in any way detrimental to the Company. You also agree the Confidential Material will be kept confidential by you and your agents; provided, however, that (i) any of such information may be disclosed to your officers, directors, general partners, employees, counsel, investment bankers and other of your representatives who need to know such information for the purpose of evaluating a possible transaction between us (it being understood you will direct such officers, directors, general partners, employees, counsel, investment bankers and other representatives to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Company consents in writing.

Without the prior consent of the Company, you will direct your officers, directors, general partners, employees, counsel, investment bankers and other affiliates and/or representatives not to disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, group, partnership or individual.

You agree not to contact any members of management or employees of the Company, or its affiliated companies, without the Company's prior consent.

If you or any of your affiliates or agents are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena or similar process) to disclose any Confidential Material, it is agreed that you will cooperate with the Company and provide it with prompt notice of such request(s) so that the Company may seek an appropriate protective order and/or waive compliance by you with the provisions of this letter. If, in the absence of a protective order or the receipt of a waiver hereunder, you or your affiliates or agents are nonetheless, in the opinion of your counsel, legally required to disclose Confidential Material to any tribunal or else stand liable for contempt or suffer other censure or penalty, you may disclose such information to such tribunal without liability hereunder.

If no transaction is effected involving you and the Company after you have been furnished Confidential Material, you will promptly upon request, deliver to the Company the Confidential Material and any notes or memos relating thereto, without retaining any copy thereof.

The term "Confidential Material" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by you or your representatives, (ii) was available to you on a nonconfidential basis prior to its disclosure by the Company or its representatives, or (iii) becomes available to

you on a nonconfidential basis from a source other than the Company or its representatives, provided such source is not bound by a confidentiality agreement with the Company or its representatives. The term "affiliate" as used in this letter shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended. Although we have endeavored to include in the Confidential Material information known to us which we believe to be relevant for the purpose of your investigation, you understand we do not make any representation or warranty as to the accuracy or completeness of the Confidential Material. You agree that neither the Company nor its representatives shall have any liability to you or any of your representatives resulting from the use of the Confidential Material supplied by us or our representatives.

It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege. You also agree the Company shall be entitled to equitable relief, including injunction, for any breach of the provisions of this agreement and you shall not oppose the granting of such relief.

You agree that unless and until a definitive agreement between the Company and you with respect to any transaction referred to in the first paragraph of this letter has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to such a transaction, by virtue of any other written or oral expression with respect to such a transaction by any of its officers, directors, general partners, employees, counsel, financial advisors or other representatives except for the matters specifically agreed to in this letter. The agreement set forth in this paragraph may only be modified or waived by a separate writing by the Company and you expressly so modifying or waiving such agreement.

This letter shall be governed by, and construed in accordance with, the laws of the State of Idaho.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter, whereupon this letter will constitute our agreement with respect to the subject matter hereof.

Sincerely,

Keels & Wheels, LLC

Kathryn E. Ferris

Signed: 

Dated: 05.08.23

Kimberly E. Keeley

Signed: 

Dated: 05/03/2023

CONFIRMED AND AGREED TO:

Print Name: _____

Signed by: _____

Dated: _____