

**MUTUAL NON-DISCLOSURE, CONFIDENTIALITY, AND NON-CIRCUMVENTION
AGREEMENT**

This MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”), dated as of _____ 202__ (the “**Effective Date**”), is entered into by and between **National Land Realty Commercial LLC**, a South Carolina Limited Liability Company, having its principal office located at Kansas City & Pittsburg, KS (“**NLR**”), and _____ having its office at _____ (“**Company**”) (each a “**Party**” and collectively the “**Parties**”), under the following circumstances:

The Parties wish to enter into and maintain discussions and/or negotiations regarding a potential business relationship and/or transactions related to a potential business transaction, relationship or other commercial and/or strategic arrangement (the “**Purpose**”), including, but not limited to, Company’s potential entering into of a lease or purchase option agreement with a property owner identified by NLR, and in connection therewith each Party may furnish certain of its Confidential Information (as defined herein) to the other Party. The Parties are entering into this Agreement and agreeing to the confidentiality and non-circumvention terms and conditions set forth herein in order to assure the confidentiality of all Confidential Information and to protect Company’s and NLR’s respective business interests.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Confidential Information**. As used herein, the term “**Confidential Information**” means any and all information (whether furnished in written, oral, electronic or any other format) regarding the Purpose which is of a non-public, proprietary, or confidential nature, furnished by or on behalf of either Party (in such capacity, the “**Disclosing Party**”), to the other Party (in such capacity, the “**Receiving Party**”) at any time in connection with the Purpose (whether before or after the Effective Date), including all notes, analyses, compilations, studies, models or other data or documents prepared by or for the Receiving Party which is derived from or contains any Confidential Information (“**Notes**”). Confidential Information shall include, but not be limited to: (i) the identity of a Party’s customers, customer contacts, and customer lists of a Party; (ii) other customer information of a Party; (iii) specific marketing plans and activities of customers of a Party; (iv) sales and marketing plans; (v) business strategies; (vi) nonpublic financial information concerning a Party, including financial statements and financial projections; (vii) databases compiled by a Party; (viii) pricing information and policies of a Party; (ix) processes and other technology used by a Party and its service providers to market and sell products and services; (x) proprietary software or technical data associated with a Party’s business; (xi) other proprietary technology developed or used by a Party; (xii) the terms of agreements and relationships with suppliers and customers of a Party; (xiii) the terms and conditions of this Agreement; and (xiv) any other information designated as confidential in writing at or prior to disclosure, regardless of the form of such information or the manner in which it is conveyed, or which Receiving Party should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure. The term “Confidential Information” does not include: (i) information which at the time of disclosure by Disclosing Party is or subsequently becomes publicly available other than as a result of disclosure by the Receiving Party or its Affiliates or Representatives (as such terms are defined below) in violation of this Agreement; (ii) information which is obtained by Receiving Party on a non-confidential basis from a source (other than from the Disclosing Party or its Affiliates or Representatives) which is not, to the best of the Receiving Party’s knowledge, prohibited from disclosing such information pursuant to an obligation of confidentiality; (iii) information which is developed by

Receiving Party or its Affiliates independently and without access to the Confidential Information of Disclosing Party; or (iv) information which was already known or otherwise in the possession of Receiving Party or its Affiliates prior to disclosure by Disclosing Party. As used herein, the term “**Affiliate**” means, with respect to a Party, any person, corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. The term “**Representative**” means a Party’s or its Affiliate’s directors, officers, members, partners, employees, agents, consultants, attorneys or accountants.

2. **Disclosure and Use of Confidential Information.** Receiving Party (i) will keep all Confidential Information strictly confidential and will not, without the prior written consent of Disclosing Party, disclose any Confidential Information in any manner whatsoever, directly or indirectly, and (ii) will not use any Confidential Information in any manner or for any purpose whatsoever, other than for its evaluation and carrying out of the Purpose; provided, however, that Receiving Party may reveal Confidential Information to those of its Representatives who have a clear need to know the Confidential Information for the purpose of the Receiving Party evaluating and performing the Purpose, provided that such Representative is informed of the confidential nature of the Confidential Information and is bound to a similar obligation of confidentiality consistent with this Agreement. Receiving Party agrees to be responsible for any disclosure in violation of this Agreement committed by any of its Representatives. Each Party shall maintain reasonable information security safeguard measures, but no less than the same degree of care it uses, to protect against the destruction, loss, alteration, or unauthorized access, acquisition or use of Confidential Information which is in the possession or control of or accessible by such Party.
3. **Permitted Disclosure.** Notwithstanding any provision to the contrary, each Party shall be permitted to reasonably disclose Confidential Information of the other Party on a need-to-know basis to persons providing professional tax or legal services for such Party, and as otherwise required by applicable law or court order, *provided* that in such event in so far as it is lawfully permissible and reasonably practicable, the Receiving Party will promptly notify Disclosing Party in writing of the information required to be disclosed so that Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. Receiving Party will cooperate fully with Disclosing Party to obtain such a protective order, at the sole cost and expense of Disclosing Party, and, in any event, will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information that is ultimately required to be disclosed. In any case, Receiving Party (and its Representatives) shall disclose only the portion of Confidential Information which it is required to disclose by Law.
4. **Remedies.** Company and NLR each respectively recognizes and acknowledges the competitive value and confidential nature of the other Party’s Confidential Information and the irreparable damage that could result if any Confidential Information is disclosed in violation of this Agreement. Receiving Party acknowledges that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Receiving Party or by Receiving Party’s Affiliates or Representatives and, without limiting any other rights and remedies otherwise available to Disclosing Party, Receiving Party agrees that Disclosing Party is entitled to seek injunctive relief or other appropriate equitable remedy, without posting of bond or proof of actual damages for any actual or threatened breach of this Agreement.
5. Each Party, respectively, shall retain all right, title and interest in and to its Confidential Information. No assignment or license of any patent, trade secret, trademark, or copyright or any other right in respect of the Confidential Information is granted to the other Party under

- this Agreement by implication, estoppel or otherwise.
6. All Confidential Information is provided “AS-IS.” Each Party, respectively, makes no representation or warranty as to the accuracy or the completeness of its Confidential Information disclosed by it or as to the results obtainable from the use thereof, including, but not limited to, the accuracy of any projections provided to the other Party.
 7. At any time upon the request of the Disclosing Party, the Receiving Party will either (i) promptly destroy all copies of the Confidential Information in Receiving Party’s or Receiving Party’s Affiliates’ or Representatives’ control or possession and confirm such destruction to Disclosing Party by delivery of a certificate signed by a duly authorized officer of Receiving Party, or (ii) promptly deliver to Disclosing Party all copies of the Confidential Information (other than Notes) in Receiving Party’s or Receiving Party’s Affiliates’ or Representatives’ control or possession and destroy all Notes, confirming any such destruction by delivery of a certificate signed by a duly authorized officer of Receiving Party. Notwithstanding the forgoing Receiving Party or its Representatives may retain Confidential Information, materials or documents for purposes of complying with applicable legal or regulatory requirements in accordance with its document/record retention policies or as otherwise required by applicable Law, and will not be required to purge or delete any information from computer archives or backup systems that are automatically generated in the ordinary course of business. Notwithstanding the delivery or destruction of the Confidential Information pursuant to this paragraph 4, Receiving Party agrees that it and its Representatives will continue to be bound by Receiving Party’s obligations under this Agreement for as long as they are in effect.
 8. **Non-Circumvention.**
 - a. In connection with the disclosure of Confidential Information and discussions among the parties regarding the business engagements contemplated hereby, the existence of certain proprietary ventures, business relationships, contacts and other relationships held by NLR with its customers (“Relationships”) may be disclosed to Company. Company shall not interfere in any way with the Relationships, nor shall Company approach any of those Relationships for the purpose of circumventing NLR. The existence of any Relationships, as well as any information concerning the substance of the business relations, shall be treated as Confidential Information within the meaning of this Agreement.
 - b. Notwithstanding any provision to the contrary, the non-circumvention obligations required of Company hereunder shall only be applicable with respect to NLR customers and properties not otherwise already known and being actively considered by Company prior to NLR’s disclosure thereof, nor shall such obligations required of Company be applicable with respect to NLR customers and properties that the Company finds or accesses independently of NLR’s disclosure provided that Company’s independent consideration or pursuit thereof is not occasioned by having been first made aware of such customer or property as a result of the NLR disclosure.
 9. **Term.** The confidentiality and non-circumvention obligations under this Agreement shall continue for a period of three (3) years from the date hereof or from the date of disclosure, whichever is later, except that the obligations with respect to Confidential Information constituting a trade secret shall survive for so long as such information remains a trade secret under applicable law and that the obligations with respect to personally identifiable information shall survive perpetually.
 10. **No Other Agreement or License.** It is expressly understood that this Agreement is not and shall not be construed as any obligation or letter of intent or agreement to enter into definitive

agreements with respect to the Purpose. The approval and execution of any such definitive agreements shall be subject to each Party's sole discretion and satisfaction, which may be withheld for any reason. Neither this Agreement nor the transfer of Confidential Information hereunder shall be construed as granting any license or rights to any information or data, including, without limitation, any patent, trademark or copyright, now or hereafter owned or controlled by Disclosing Party and all such Confidential Information shall remain the property of Disclosing Party.

11. **Miscellaneous.** It is understood and agreed that for any breach of this Agreement by either Party, the other Party shall be entitled to any remedy at law, as well as specific performance and injunctive or other equitable relief or money damages or any combination thereof as a remedy for any such breach, and that such prevailing Party shall be entitled to recover the cost and expenses incurred in enforcing this Agreement, including any reasonable attorneys' fees. This Agreement shall inure to the benefit of and shall be binding upon the Parties' respective successors and permitted assigns. If any provision of this Agreement or the application thereof to any Party or circumstances shall be held invalid or unenforceable, the remainder of such provision and its application to Parties or circumstances other than those to which it is held invalid or unenforceable shall remain valid and enforceable to the fullest extent permitted by law. Each Party agrees that no failure or delay by the other Party in exercising any right, power or privilege hereunder will operate as a waiver thereof. No waiver shall be effective against any Party unless such waiver is in writing and signed by such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Both parties submit to and waive any objections to the exclusive jurisdiction of the competent courts of South Carolina for the purpose of hearing and determining any suit, action or proceedings and/or settling any disputes arising out of or in connection with this Agreement. This Agreement contains the entire agreement between the Parties concerning the confidentiality of the Confidential Information, and no modification of this Agreement will be binding unless approved in writing by each Party. Neither Party may assign any of its rights under this Agreement, except either with the prior written consent of the other Party or without the prior written consent of the other Party in the instance of selling all or a portion of the assigning Party's business or assets to an unrelated third-party. If a purported assignment is made in violation of the preceding sentence, it is void. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered, sent via email and the email is acknowledged as received, or three (3) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by a courier guaranteeing overnight delivery, to the Parties at the respective addresses set forth below such Party's signature to this Agreement or at such other address as a respective Party may designate from time to time pursuant to a notice delivered to the other Party in the manner required herein. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Mutual Non-Disclosure Agreement as of the Effective Date.

National Land Realty Commercial LLC	COMPANY: _____
By: <i>Angeliina Lawson</i> <small>dotloop verified 12/01/22 12:49 PM CST S477-EUG5-UBKZ-J9MA</small>	By: _____
Name: Angeliina Lawson	Name:
Title: Commercial Land Professional	Title:
407 Webster St., Pittsburg, KS 66762 855-657-2255	

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