

## REGISTRATION AND CONFIDENTIALITY AGREEMENT

WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Discloser") possesses Confidential Information (as hereinafter defined) relating to its business including financials related to it, at 2625 Rockford Ln Louisville, KY 40216.

WHEREAS, such Confidential Information is a commercial asset of considerable value to Discloser.

WHEREAS, Discloser is willing to disclose to \_\_\_\_\_, having a place of business at \_\_\_\_\_ (hereinafter referred to as "Recipient") such Confidential Information only for the purpose of evaluating potential sale.

In consideration thereof, it is agreed as follows:

1. Recipient will not, without Discloser's prior written consent, use any Confidential Information except for the purpose described above or disclose said Confidential Information to any third party. Recipient further agrees to make all reasonable efforts to require those employees of Recipient who, of necessity, must be given access to, or receive disclosure of, any of said Confidential Information to maintain the same in strictest confidence. Recipient shall be responsible for any breach of this Agreement by any such employee. Recipient shall insure that upon the termination of any employee, no Confidential Information will be removed from the premises of Recipient. Confidential Information may vary so Recipient or Recipients shall hold harmless, and not initiate any legal proceeding against, Discloser and/or its member Victor DeSoto as well as real estate company Semonin Realtors and/or agent Greg Taylor and Latonia Isenberg.

2. Confidential Information as used herein shall include, without limitation, any and all technical information, data, designs, drawings, proposals, tenant rents, length of tenant leases, and other materials received by Recipient either directly or indirectly from Discloser, which are in writing and identified or labeled as confidential or which are verbally disclosed and identified as confidential whether furnished before or after the date of this Agreement, and any notes, copies, summaries, or other records prepared by Recipient containing such information. Confidential Information shall not include such technical information, data, designs, drawings, proposals, and other material which:

A. the Recipient can show, by written records, were in the possession of Recipient prior to receipt from Discloser or a third party under secrecy obligation to Discloser; or

B. are acquired by Recipient from others who have no direct or indirect confidential commitment to Discloser, with respect to same; or

C. after disclosure by Discloser to Recipient, become without the fault or participation of Recipient a part of the public domain by publication or otherwise; or

D. were already in the public domain at the time of disclosure by Discloser to Recipient.

E. are subsequently conceived and developed, as can be shown by objective evidence, by employees of Recipient who have not had access the Discloser's Confidential Information. No release of Confidential Information shall constitute or imply a license under any of Discloser's patent rights.

3. All Confidential Information furnished by Discloser to Recipient shall remain the property of Discloser and shall be deemed loaned to Recipient only for the limited purposes specified above, and Recipient will not, without the prior written consent of Discloser use, reproduce or copy, or permit the use, reproduction or copying of any of said Confidential Information, except that Recipient can make adequate

reproduction and copying for purposes permitted by this Agreement. All Confidential Information supplied by Discloser to Recipient, and copies thereof, shall be returned to Discloser at any time upon request unless previously destroyed as permitted in Paragraph 9 of this Agreement. Nevertheless, Recipient will be entitled to keep one copy of Discloser's Confidential Information for record purposes only, provided that such copy is kept in Recipient's Law Department files or other such confidential files as are maintained by Recipient.

4. Nothing contained in this Agreement or in any disclosures hereunder made by Discloser shall obligate Discloser to provide any Confidential Information to Recipient or shall be construed to grant to Recipient any license or other rights in or to the material so disclosed or license under any patent or patents which have been or may hereafter be issued with respect to same.

5. In the event Recipient is required by legal process to disclose any of the Confidential Information, Recipient shall provide Discloser with prompt notice of such requirement so that Discloser may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is obtained, Recipient shall use all reasonable efforts to assure that all Confidential Information disclosed will be covered by such order or other remedy. Whether such protective order or other remedy is obtained or Discloser waives compliance with the provisions of this Agreement, Recipient will disclose only that portion of the Confidential Information which Recipient is legally required to disclose.

6. This Agreement is personal in nature and shall not be assigned by Recipient except with the written consent of Discloser. Any other attempted assignment shall be void.

7. This Agreement shall be construed in accordance with the laws of the United States of America and the Commonwealth of Kentucky.

8. No subsequent amendment or modification hereto shall be binding to any extent whatsoever unless made in writing and executed by duly authorized officers of the respective parties.

9. The Recipient's obligations of confidentiality and non-use hereunder shall terminate after a period of three (3) years from the effective date set forth below provided that Recipient has returned all Confidential Information or certified to Discloser the confidential destruction thereof, including all notes, reports or other documents prepared by Recipient containing such Confidential Information, prior to such date of termination. Nevertheless, this requirement of return or destruction of the Confidential Information shall not obviate Recipient's right under the provisions of Paragraph 3 of this Agreement to keep one copy of Discloser Confidential Information for record purposes only in Recipient's Law Department files or other such confidential files as are maintained by Recipient. The Recipient acknowledges that the Confidential Information may be the subject of patent, trademark, copyright, trade secret or other proprietary protection even after termination of this Agreement.

10. It is understood and agreed that no failure or delay by Discloser 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 of any right, power or privilege.

11. This Agreement shall not be deemed to create a joint venture or partnership between the parties. Neither party shall be considered an agent, representative or employee of the other, nor shall any party have the power to make a contractual commitment or expenditure binding upon the other party without the other party's written consent.

12. Recipient agrees that the failure of Recipient to perform its obligations under this Agreement would cause irreparable injury to Discloser, and Recipient accordingly agrees that, in addition to any other

remedies available to Discloser, any such failure to perform this Agreement shall entitle Discloser to the remedies of injunction and specific performance.

13. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, and if any provision of this Agreement is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Real Estate Company (if applicable)

\_\_\_\_\_, **Recipient**

By: \_\_\_\_\_, \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_