

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into on _____, 2023 (“Effective Date”), by and between Marc Maron Administrative Trust UAD 11/28/07, as amended 7/08/08 (“Disclosing Party”), on the one hand, and [REDACTED], an individual (“Receiving Party”), on the other hand.

RECITALS

- A. Disclosing Party and Receiving Party desire to enter confidential discussions regarding a potential sale of Disclosing Party’s minority interest investments to Receiving Party (“Business Purpose”) where under those discussions it may be necessary for Disclosing Party to disclose information which it considers to be confidential and proprietary and which derive independent economic value from being not generally known, nor readily ascertainable by the public.
- B. To pursue the Business Purpose, Disclosing Party and Receiving Party recognize that there is a need for Disclosing Party to disclose to Receiving Party certain of its Confidential Information (as defined below) to be used only for the Business Purpose and a need for Receiving Party to protect Disclosing Party’s confidential information from unauthorized use and disclosure.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Definition of Confidential Information. “Confidential Information” shall mean all documents, materials, and information disclosed by Disclosing Party to Receiving Party in connection with the Business Purpose, whether communicated orally or in writing or disclosed before or after the Effective Date, including, without limitation, ownership information, notes, property plans, insurance claims, financial and accounting information, reports, and business development plans. Confidential Information shall also include any information designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed ten (10) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information shall also include any notes, summaries, reports, analyses or other materials derived by Receiving Party in whole or in part from the Confidential Information. Disclosing Party shall have a continuing obligation to maintain the confidentiality of the Confidential Information and this obligation shall survive the expiration or earlier termination of this Agreement and shall remain in place regardless of whether Receiving Party receives Confidential Information prior to entering into any other agreement related to the Business Purpose or whether or not there is such an agreement..
2. Obligations of Receiving Party. Receiving Party acknowledges that irreparable injury and damage will result from disclosure of any Confidential Information to third parties, or utilization

of any Confidential Information for purposes other than those connected with the Business Purpose.

For a period of twelve (12) months beginning on the Effective Date, Receiving Party agrees: (a) to hold the Confidential Information in strict confidence; (b) not to disclose such Confidential Information to any third party except as specifically authorized in this Agreement or as specifically authorized by Disclosing Party in writing; (c) to use all reasonable precautions, consistent with Receiving Party's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information; (d) not to use any Confidential Information for any purpose other than the Business Purpose; (e) to hold in strict confidence the existence and content of this Agreement, the fact that the Confidential Information is being disclosed, and the fact that discussions are taking place between the parties concerning the Business Purpose; and (f) to comply with all applicable federal and state laws relating to privacy and personal Information.

Receiving Party acknowledges that the confidentiality and obligations in this Agreement pertaining to personal information shall survive any termination or expiration of this Agreement. Promptly upon discovery of any unauthorized intentional, unintentional, or accidental disclosure of Confidential Information, Receiving Party shall notify the Disclosing Party in writing.

3. Exclusions. Receiving Party, however, shall have no liability to Disclosing Party with respect to the disclosure and/or use of any such Confidential Information that it can establish through documentary evidence: (a) has become generally known or available to the public without fault, act, or omission of Receiving Party; (b) was known by Receiving Party before receiving such information from Disclosing Party, where such prior knowledge can be shown by written evidence; or (c) has become known by or available to Receiving Party from a source other than Disclosing Party, without any breach of any obligation of confidentiality owed to Disclosing Party by such third party, subsequent to disclosure of such information to it by Disclosing Party.

4. Required Disclosures. Receiving Party may disclose the Confidential Information if and to the extent that such disclosure is required in compliance with applicable laws or regulations or by order of a court or other body of competent jurisdiction, provided Receiving Party shall have given Disclosing Party or used its reasonable effort to give Disclosing Party, twenty-one (21) days prior to making any disclosure, notice of the requirement to disclose so that Disclosing Party may seek a protective order or similar relief where appropriate. In the event Disclosing Party is unable to obtain a protective order or other appropriate remedy, or if it so directs Receiving Party, Receiving Party shall furnish only that portion of the Confidential Information that Receiving Party is advised by written opinion of its legal counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

5. Return of Confidential Information. Receiving Party acknowledges Disclosing Party shall in all cases retain ownership of Confidential Information, and Receiving Party shall return all

written material, photographs and all other documentation made available or supplied by Disclosing Party to Receiving Party, and all copies and reproductions, no later than three (3) business days after receipt of such request or the termination of this Agreement. If the Confidential Information is not capable of being returned, Receiving Party shall destroy all documents and materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information, and to the extent technically practicable, erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form, save to the extent that copies are required to be retained pursuant to applicable law or regulation. Receiving Party shall confirm to the Disclosing Party in writing that it has returned, destroyed, erased or retained (as applicable) such Confidential Information.

6. **Retention of Legal Rights.** Disclosing Party retains all rights and remedies afforded it under the laws of the United States and the State of California, including without limitation any laws designed to protect proprietary or confidential information. No right or license to use any Confidential Information disclosed hereunder, either express or implied, is granted by Disclosing Party under this Agreement.

7. **Accuracy and Completeness.** Any Confidential Information disclosed hereunder shall be provided in good faith as to its accuracy and completeness but Disclosing Party has not undergone any investigation regarding its accuracy or completeness and therefore does not warrant either. Receiving Party assumes full responsibility for investigating all aspects related to the Business Purpose and all conclusions derived from such Confidential Information and agrees that Disclosing Party shall have no liability, direct or indirect, to Receiving Party relating to or resulting from such conclusions and or the Confidential Information.

8. **Injunctive Relief.** Receiving Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to Disclosing Party and that monetary damages will not provide an adequate remedy. Accordingly, Receiving Party agrees that Disclosing Party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. Disclosing Party shall be entitled to recover its attorney's fees and costs arising in connection with any action to enforce the provisions of this Agreement.

9. **No Further Obligations.** Nothing in this Agreement shall be construed as obligating either party to enter into any future agreements with the other party in connection with the subject matter of this Agreement. The parties are independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. The parties understand and agree that they are exchanging information and conducting their discussions for the Business Purpose only and that either party shall have the right to discontinue discussions or negotiations and terminate this Agreement upon written or verbal notice to the other party at any time; however, Receiving Party's obligation of confidentiality and non-use shall survive for the period imposed by any statute (including statutes reasonably read to provide for indefinite confidentiality for certain categories of information) or for the term of twelve (12) months from the date of termination, whichever is longer.

10. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information, and to the extent of any conflict between this Agreement and any other agreement between the parties in connection with the Business Purpose, this Agreement shall control. Neither party may be bound by any definition, condition, representation or waiver other than as expressly stated in this Agreement or as subsequently set forth in writing signed by the parties and with an express reference to this Section 11.

12. Severability. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, such provision or part thereof shall be treated as severable, leaving valid the remainder of the Agreement.

13. Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law. Each Party hereto consents to the exclusive jurisdiction and venue of the courts of San Diego County, State of California.

14. Successors and Assigns. This Agreement is binding upon each party and its agents, representatives, heirs, administrators, executors, successors, and assigns. Disclosing Party may assign this Agreement upon written notice to Receiving Party. This Agreement may not be assigned by Receiving Party.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective date as first written above.

RECEIVING PARTY

Signature: _____

Name: _____

Title: _____

Dated: _____