

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of 05/03/2024 (the "Effective Date") by and between Mid Missouri Big Storage LLC (hereinafter the "Discloser") and _____ (hereinafter the "Recipient") (collectively the "Parties").

WHEREAS, it is understood and agreed that the Discloser and Recipient would like to engage in certain discussions and negotiations for the purpose of pursuing a possible business relationship (the "Relationship");

WHEREAS, these discussions and negotiations will require Discloser to share certain confidential information with Recipient which would cause irreparable harm to Discloser if it were disclosed to unauthorized third parties;

WHEREAS, the Parties desire to prevent the disclosure to unauthorized third parties of any confidential information shared by Discloser with Recipient and agree that doing so will be mutually beneficial in that it will enable them to pursue the Relationship;

NOW, THEREFORE, the Parties intending to be legally bound agree as follows:

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any and all non-public, confidential and/or proprietary information which Discloser has or may furnish, disclose or reveal to Recipient pursuant to this Agreement, whether such information is written, oral or graphic, and whether included in any analyses, compilations, studies, reports, or other documents or presentations generated which contain or reflect such information, including but not limited to, technical data, trade secrets, know-how, research, invention ideas, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Discloser (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers of the Discloser, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, financial statements, financial presentations, budgets, corporate information, descriptive materials, information received from other entities that the Discloser is obligated to treat as confidential, or other information that, due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential disclosed to Recipient by Discloser either directly or indirectly. Confidential Information shall also include all notes, analyses, compilations, studies or other documents prepared by Recipient which contain or otherwise reflect such Confidential Information. Notwithstanding anything to the contrary, the term "Confidential Information" shall not include any information that: (a) is or becomes generally known or available to the public through no breach hereof by Recipient; (b) was obtained by Recipient from a third party without any obligation to Discloser known to Recipient to maintain the Confidential Information as confidential; (c) was independently developed by or for Recipient, or acquired by the Recipient, without any use of or reference to such Confidential Information; or (d) was available to Recipient on a non-confidential basis prior to its disclosure by Discloser.

2. Recipient's Obligations with Respect to Confidential Information

A. Non-Disclosure: Recipient understands that Discloser intends to provide Recipient with information, including Confidential Information (as defined above), without which Recipient would not be able to engage in discussions and negotiations with Discloser for the purpose of pursuing the Relationship with Discloser that Recipient desires to pursue. Recipient therefore agrees, at all times during the course of the Parties' discussions and negotiations and thereafter, to hold in strictest confidence and not to disclose to any person, firm, corporation or other entity, without written authorization from Discloser in each instance, any Confidential Information that Recipient receives, accesses, observes, or otherwise obtains during the course of the Parties' discussions, negotiations, and/or other interactions. In the event that Recipient is compelled, requested or required (orally or in writing) by a regulatory authority, law, regulation, rule, judicial order, oral questions, requests for information or documents, interrogatories, subpoena, court order, deposition, administrative proceeding, inspection, audit, civil investigative demand, formal or informal investigation by any government authority or agency or other similar legal process to disclose any Confidential Information that it received from Discloser, Recipient shall provide to Discloser, in writing, prompt notice prior to any disclosure (if legally permissible and practicable) of any such request or requirement so that Discloser may, at its own cost, intervene and seek an appropriate protective order. In any event, Recipient shall not oppose action by Discloser to obtain an appropriate protective order.

B. Permitted Disclosures. Recipient may request that Discloser permit it to share Confidential Information with a third party in order to help facilitate the goals of the Relationship. The Discloser shall have the sole discretion to permit or deny any such disclosure. Any consultants, contractors, funding sources, lenders, or other third parties to which Discloser has authorized Recipient, via express written consent, to disclose confidential information to shall be deemed a "Permitted Third Party." Recipient agrees that it shall only disclose Confidential Information to a Permitted Third Party in accordance with Discloser's express written consent and must obtain explicit written authorization from Discloser prior to any subsequent disclosure. The Discloser, at its sole discretion, may revoke its authorization to Recipient to share Confidential Information with a Permitted Third Party at any time.

C. Use of Confidential Information. Recipient agrees not to use Confidential Information to compete with Discloser or to use, disclose, reproduce, summarize or distribute Confidential Information for any other purpose, except to the extent necessary to engage in productive discussions and negotiations for the purpose of pursuing the Relationship with Discloser.

D. Ownership of Confidential Information. Recipient acknowledges and agrees that all Confidential Information is owned by Discloser and that, except as described in subsection C above, Discloser is not transferring any right, title or interest in any Confidential Information to Recipient.

E. Safeguarding Confidential Information Recipient agrees to take all reasonable steps necessary to protect and safeguard Confidential Information in its possession including, but not limited to, by guarding against theft or unauthorized access of Confidential information, informing employees, officers, directors, consultants, parents, affiliates, and Permitted Third Parties granted access to Confidential Information of Recipient's obligations under this Agreement and being responsible for ensuring all such persons maintain the confidentiality of the Confidential Information in a manner consistent with Recipient's obligations under this Agreement, and limiting access to Confidential Information to only those employees, officers, directors, consultants, contractors, parents, affiliates, and Permitted Third Parties who need to access Confidential

Information in order for Recipient to accomplish an intended use of Confidential Information consistent with Section 2C of this Agreement. The Recipient shall maintain written confidentiality agreements with its employees, officers, directors, consultants, contractors, parents, subsidiaries, affiliates, and Permitted Third Parties who receive or have access to Confidential Information, sufficient to enable them to comply with all the terms and conditions of this Agreement. The Recipient agrees to segregate all Confidential Information from the confidential information of any other entity to prevent a breach of this Agreement.

F. Copies of Confidential Information. The Recipient shall instruct all of its employees, officers, directors, consultants, contractors, parents and affiliates granted access to the Confidential Information to refrain from making any copies of documents, disks, electronic files, or other media containing Confidential Information except as authorized by Discloser.

G. Return of Confidential Information. Recipient agrees to return to Discloser or, at Discloser's option, certify to Discloser the destruction of any and all records, notes, electronic files, originals, copies, reproductions, summaries or tangible materials in its possession containing or pertaining to Confidential Information upon the written request of Discloser or at the conclusion of the Parties' discussions and negotiations. Recipient may retain a secure archival copy of Confidential Information if required to do so by applicable law or regulation and then only for the time period prescribed by such law or regulation.

H. Unauthorized Disclosure. Recipient agrees to immediately notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information in its possession and to provide full cooperation to Discloser in investigating how the disclosure occurred and to provide any reasonably requested assistance to Discloser in preventing or limiting further disclosure of the Confidential Information. The Recipient agrees to be responsible for any breach of this Agreement by any of its employees, officers, directors, consultants, contractors, parents, affiliates, and Permitted Third Parties to whom the Recipient discloses the Discloser's Confidential Information.

I. Survival. The terms of this Agreement shall terminate on the earlier of: (i) three (3) years after the Effective Date hereof; or (ii) entry of a further agreement between the parties that addresses confidentiality going forward. Recipient agrees that its obligations as described in this Agreement shall survive the termination of the Agreement and remain in effect except with respect to Confidential Information that becomes publicly and widely known and made generally available through no wrongful act of Recipient or of others who were under confidentiality obligations as to the item or items of Confidential Information involved.

3. Acknowledgement of Irreparable Harm and Right To Injunctive Relief

It is acknowledged and agreed that the rights and benefits conferred by this Agreement are unique and that Discloser would not have an adequate remedy at law if Recipient breached any of its obligations in this Agreement. It is further acknowledged and agreed that the amount of damages that Discloser would incur from a breach of Recipient's obligations under this Agreement would be difficult to determine and that such breach would cause irreparable harm to Discloser. It is therefore agreed that Discloser will be entitled to equitable relief including, but not limited to, the immediate issuance of a temporary restraining order and/or a preliminary injunction to prevent or restrain any breach of this Agreement by Recipient. If any legal action is necessary to enforce or interpret the Parties' rights relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which may be entitled by law.

4. Choice of Law

The Parties agree that this Agreement and any claim or dispute that has arisen or may arise under it is governed by the laws of the State of Missouri, without regard to conflict of laws principles.

5. Waiver, Severability & Assignment

Either Party's failure to enforce a provision of this Agreement is not a waiver of its right to do so later. If a provision of this Agreement is found to be illegal, invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect. Should any obligation of this Agreement be found illegal or unenforceable for being too broad with respect to duration, scope or subject matter, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by applicable law. Recipient agrees that it may not assign any of its rights under this Agreement without the express written permission of Discloser and any attempt to do so will be void. The Parties agree that Discloser may freely assign its rights under this Agreement to any entity to whom it assigns or gives an interest in Confidential Information.

6. Entire Agreement and Counterparts

This Agreement states the entire understanding between the Parties with respect to Confidential Information and supersedes any earlier agreements between the Parties related to Confidential Information. Modifications or amendments to this Agreement shall be enforceable only if they are in writing and are signed by authorized representatives of both Parties. This Agreement may be signed in counterparts.

The Parties have executed this Agreement to be effective as of the Effective Date identified above.

Buyer Party

By:

Print Name:

Title: _____

Seller Parties

James Vanderveld

dotloop verified
05/06/24 12:02 PM CDT
BMXM-QQB0-3EG1-JEPW

By:

Louise Vanderveld

dotloop verified
05/06/24 11:59 AM CDT
Q03E-AABH-FEXE-WPCT

James & Louise Vanderveld

Print Name:

Title: Owners