

HART MARX
ADVISORS
MERGERS & ACQUISITIONS

Name: _____

Legal Company Name: _____

hereafter referred to as "Company"

Address: _____

City, State, Zip: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS Agreement is made as of this _____ day of _____ (month), 2022 between the Company and Hart Marx Advisors, LLC a California company with its primary place of business at 4040 Civic Center Drive, Suite 200, San Rafael CA 94903 (hereafter referred to as "HMA").

1. Opportunity. The Company and HMA wish to explore a business opportunity for the benefit of each other (hereafter referred to as the "Opportunity") and in that process the parties will disclose Confidential Information to each other.

2. Definition. "Confidential Information" means all information received by either party from or on behalf of the other party at any time which is not available to the general public regarding the Opportunity (or the subject entity of the Opportunity (the "Target")) and which Confidential Information does not include information which (i) after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of party to whom Confidential Information is disclosed , or (ii) is approved by the disclosing party, in writing, for release.

3. Use of Confidential Information. All Confidential Information provided by one party to the other shall be used for the sole purpose of discussions concerning, and the undertaking of the Opportunity.

4. Non-Disclosure of Confidential Information. The party to whom Confidential Information is disclosed agrees not to use the Confidential Information for purposes other than that necessary to assess entering into a business relationship or transaction between the Parties or the Parties' client(s) (including the Target) regarding the Opportunity and not to use any Confidential Information for its own use or for any other purpose except to evaluate the Opportunity which is the subject hereof. The party to whom Confidential Information is disclosed shall restrict disclosure of the Confidential Information to those of its employees and agents (including lawyers, accountants, consultants, lenders and financial advisors) who need to have access to it in connection with the evaluation of the Opportunity. The Confidential Information shall not be disclosed to such employees and agents until they have been advised of their obligations under this Agreement and have agreed in writing to be bound by the terms of this Agreement. The party to whom Confidential Information is disclosed agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. The party to whom Confidential Information is disclosed agrees to notify the other party in writing of any misuse or misappropriation of Confidential Information, which may come to their attention.

5. Non-Circumvention. The Parties agree to not circumvent each other and work with any companies, business associates, client(s), advisers, and other third-party vendors introduced by the Party that involve merger and acquisition activity unless agreed to in writing by the introducing Party. It is understood that the introducing Party retains ownership of such a referral for the purpose of merger and acquisition activity and that the other party cannot deal directly with such referred company without the written consent of the referring Party for the purpose of merger and acquisition activity.

6. Other Covenants. Without the prior written consent of HMA (i) neither the Company nor its employees or agents will (i) disclose to any other person the fact that the Confidential Information has been made available or that the Target is considering a business opportunity; (ii) cause to be initiated any communication with any employee or customer of the Target concerning any possible transaction between the Company and the Target; and (iii) for a period of two (2) years from the date hereof, solicit or cause to be solicited employment of any individual who is now employed by the Target with whom the Company or its employees or agents came in contact or became aware of during the course of the Company's due diligence.

7. No other Business Relationship. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into any business or other arrangement.

8. Return or Destruction of Materials. Upon request of the party that has disclosed Confidential Information, the receiving party shall promptly return or destroy all Confidential Information, in whatever form, without retaining copies, summaries or extracts thereof. Copies of Confidential Information may be retained to comply with legal, regulatory or corporate governance requirements.

9. No Right or License. Nothing in this Agreement is intended to grant any right or license to the party to whom Confidential Information is disclosed under any patent or copyright, nor shall this Agreement grant the party to whom Confidential Information is disclosed any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the Purpose.

10. Term. The foregoing commitments shall survive any termination of discussions between the parties, and shall continue until such time as all Confidential Information disclosed hereunder becomes publicly available through no action or inaction of the party to whom Confidential Information is disclosed but in no event shall the term exceed two (2) years from the date hereof.

11. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

12. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, the company and or persons who own the Opportunity and their successors, agents and assigns, provided that the Confidential Information may not be assigned or otherwise transferred or disclosed except as provided herein without the prior written consent of the party who discloses such Confidential Information. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement may be executed in counterparts, each of which shall be enforceable against the party executing such counterpart and all of which together shall constitute one instrument. The Target shall be a third beneficiary hereof, who, together with its successors and assigns, shall be permitted to enforce all rights hereunder against the Company.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by overnight courier upon written verification of receipt; or (ii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing. Copies of any notices to HMA, LLC shall be sent to Chris Bovis, 10818 W 145th Terrace, Overland Park, KS 66221.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law or principles that may require application of any other laws and shall be binding upon the parties hereto in the United States. Any Action arising out of or relating to this Agreement shall be brought against any of the Parties in the state or federal courts of the state of California in Marin County or as close thereto as said court sits, and the Parties each consent to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue laid therein. Each Party agrees that a final judgment in any action so brought will be conclusive and may be enforced by action on the judgment or in any other manner provided at Law or in equity.

15. Remedies. The parties hereto agree that the obligations provided herein are necessary and reasonable in order to protect the party disclosing Confidential Information, the company and/or persons who own the Opportunity and the parties hereto expressly agree that monetary damages will be inadequate to compensate for any breach of the covenants and agreements set forth herein. Accordingly, the parties agree and acknowledge that any such violation or threatened violation will cause irreparable injury to the party that has disclosed Confidential Information and or the Company and or persons who own the Opportunity and that, in addition to any other remedies that may be available in law, in equity or otherwise, the party that has disclosed Confidential Information and or the Company and or persons who own the Opportunity shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the party to whom Confidential Information is disclosed, without the necessity of proving actual damages. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of the Confidential Information, Injunctive Relief) shall be entitled to recover its reasonable attorney fees incurred in enforcing this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and all prior agreements and understandings are merged herein. This Agreement may not be modified or rescinded except by a written agreement to such effect signed by the party against whom enforcement is sought.

COMPANY

By: _____
Print Name: _____
Title: _____

Hart Marx Advisors, LLC



By: _____
Print Name: Chris Bovis
Title: Managing Partner

