

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (“**Agreement**”) is entered into as of the last date written below (“**Effective Date**”), by and between Sartain Heritage Properties, LLC, a Mississippi corporation (“**Disclosing Party**”) and the individual identified as Receiving Party on the signature page hereto (“**Receiving Party**”). Disclosing Party and Receiving Party are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

1.1 Purpose. In connection with discussions of a Transaction (7.8), Disclosing Party may wish to provide to Receiving Party certain Confidential Information (7.1). In furtherance thereof, Disclosing Party may disclose or deliver Confidential Information to Recipient (7.6).

1.2 Permitted Use. Recipient will use the Confidential Information solely for the purposes of evaluating the Transaction and may not use the Confidential Information in any way detrimental to Disclosing Party. Recipient will keep all Confidential Information strictly confidential and will not disclose any Confidential Information in any manner whatsoever, directly or indirectly, to any Person (7.5) not a Party to this Agreement except as expressly permitted in this Agreement. Recipient will not copy or otherwise reproduce, in whole or in part, any Confidential Information without the prior written consent of Disclosing Party.

1.3 Publicity. Neither Recipient nor Disclosing Party will make, publish, or otherwise disseminate in any manner any public statement or description of the Transaction, the existence of the Confidential Information or the negotiations that are the subject of this Agreement. Neither Recipient nor Disclosing Party will use or display, or permit the use or display of the other Party’s Marks (7.3) except as authorized by the other Party in writing.

1.4 Limited Disclosure. Recipient may disclose any Confidential Information to its Representatives (7.7) provided that each Representative has a need to know the Confidential Information for the purposes of this Agreement, and such Representatives acknowledge their obligation to keep all such Confidential Information strictly confidential. Recipient will exercise the same degree of care in safeguarding Confidential Information against any and all loss or other inadvertent disclosure as Recipient uses for its own confidential information of like importance, which in all cases will be at least reasonable care. Recipient will take all reasonable steps necessary to keep confidential any Confidential Information and to assure compliance with this Agreement by its Representatives. If Recipient is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation, or similar process) to disclose any Confidential Information, Recipient will provide, unless prohibited by applicable law, Disclosing Party with prompt notice of such requests so that Disclosing Party may seek an appropriate protective order, or if appropriate, waive compliance with the obligations of this paragraph. Recipient will use reasonable efforts to assist Disclosing Party in obtaining a needed protective order. If

a protective order or other remedy is not obtained, Recipient will furnish only that portion of Confidential Information that its legal counsel advises it is legally required to provide.

2. OWNERSHIP OF CONFIDENTIAL INFORMATION.

2.1 Owner; No License. Disclosing Party will retain all right, title and interest to the Confidential Information and all copies of the Confidential Information in whatever form. Recipient will hold all the Confidential Information in trust for the benefit of Disclosing Party subject to the terms of this Agreement. No rights or licenses of any kind are granted to Recipient by Disclosing Party under any proprietary, copyright, patent, trade secret, or any other intellectual property rights. No rights or licenses of any kind are granted to Recipient to use Disclosing Party's Marks or to otherwise benefit from the Marks.

2.2 Protection of Intellectual Property Rights. Recipient will not remove any proprietary, copyright, trade secret, or other legend from any Confidential Information. Recipient will add to any Confidential Information any proprietary, copyright, trade secret, or other legend reasonably requested in writing by Disclosing Party to protect Disclosing Party's intellectual property rights in the Confidential Information.

2.3 Termination. Receiving Party or Disclosing Party may terminate this Agreement and Recipient's review of the Confidential Information at any time upon written notice to the other Party. At the time of such termination or the conclusion of the discussions between the Parties relating to the Transaction, Recipient will immediately cease the further use of any Confidential Information and return it to Disclosing Party at Recipient's expense or, at Disclosing Party's option, destroy all the Confidential Information and provide Disclosing Party with an affidavit or certification affirming that all the Confidential Information has been completely and permanently destroyed. No termination or return or destruction of the Confidential Information will affect any of Recipient's obligations under this Agreement.

2.4 Security. Receiving Party will implement and maintain commercially reasonable security measures to protect against unauthorized access to or use of the Confidential Information. Without limiting the generality of the preceding sentence, if Receiving Party receives, transmits or stores Highly Sensitive Information, Receiving Party will implement and maintain administrative, technical, and physical safeguards designed to ensure the security of Highly Sensitive Information. Receiving Party will promptly notify Disclosing Party of any breach of security resulting in unauthorized access to Highly Sensitive Information.

3. NON-CIRCUMVENTION. Neither Party will directly or indirectly circumvent, avoid, or bypass the intent of this Agreement by utilizing the Confidential Information in any manner outside of the scope of this Agreement.

4. REMEDIES. Recipient will be responsible for any breach of this Agreement by Recipient and its Representatives. Recipient acknowledges and agrees that any disclosure of the Confidential Information except as provided in this Agreement may cause serious and irreparable damage to Disclosing Party for which there may be no adequate remedy at law. Without limiting Disclosing Party's rights and remedies which are otherwise available, Disclosing Party will be entitled to seek equitable relief including, without limitation, an injunction, restraining order or specific performance for any breach of this Agreement by Recipient. Recipient waives any securing or posting of any bond regarding such remedy. In addition, Recipient will jointly and severally indemnify, defend and hold Disclosing Party harmless from and against any and all claims, losses, defenses, actions, causes of action, damages, costs or expenses

(including reasonable attorney fees and any other costs) both direct and indirect, asserted, claimed or caused if and to the extent the same arises in whole or in part, directly or indirectly, from any breach of this Agreement by Recipient.

5. NO OBLIGATIONS OR PARTNERSHIP. Each Party agrees that neither the holding of discussions between the Parties nor the exchange of Confidential Information under this Agreement will be construed as an obligation of either Party to enter into any other business arrangement or agreement, or impose any obligation on either Party to purchase, transfer, or otherwise dispose of any assets, until such time that a separate definitive written agreement has been executed by duly authorized representatives of the Parties. This Agreement does not create any agency, partnership or joint venture relationship between the Parties. No Party will incur any debts or make any commitments for the other Party under this Agreement.

6. REPRESENTATIONS AND WARRANTIES. 6.1 Authorized. The Parties have the right to perform the obligations contemplated by this Agreement and all such obligations have been duly authorized. No other representations or warranties are made by either Party under this Agreement.

6.1 Disclosing Party. The Parties acknowledge and agree that Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy or completeness of all or any part of the Confidential Information disclosed to Recipient, the value of the Confidential Information, or that the Confidential Information is, in fact, confidential. Disclosing Party will not have any liability to Recipient or any other Person as a result of the inaccuracy or incompleteness of the Confidential Information or as a result of any errors in the Confidential Information or omissions from the Confidential Information.

7. DEFINITIONS

7.1 Confidential Information. “**Confidential Information**” means any and all information provided to Recipient in connection with this Agreement in any form (including information disclosed verbally) disclosed prior to, or subsequent to, the Effective Date, including without limitation: any request for proposals issued in connection with this Agreement; all technical and non-technical data; formulae; patterns; compilations; programs; software; devices; methods; techniques; designs; drawings; processes; business practices; plans or proposals; financial information; information relating to actual or potential customers or suppliers; sales and marketing information; training and operations materials; and pricing and other financial information relating to the business or affairs of Disclosing Party. All Highly Sensitive Information will be Confidential Information of Disclosing Party. Confidential Information will not include any information that: (i) is in or enters the public domain through no fault of Recipient; or (ii) Disclosing Party agrees in advance in writing does not constitute Confidential Information.

7.2 Highly Sensitive Information. “**Highly Sensitive Information**” means Confidential Information of the highest sensitivity, including but not limited to: Nonpublic Personal Information (7.4); computer security information, PINs and passwords, encryption keys, software source code, and security logs; and all strategic analysis and work product generated from or prepared for Disclosing Party.

7.3 Marks. “**Marks**” means the name, logo, signs, symbols, trademarks, service marks, slogans and other indicia of origin of Disclosing Party.

7.4 Nonpublic Personal Information. “**Nonpublic Personal Information**” means nonpublic information relating to officers, shareholders, directors, employees, customers and tenants of Disclosing

Party, including without limitation names, addresses, telephone numbers, e-mail addresses, social security numbers, tax identification numbers, credit information, account numbers, account balances or other account information, personnel records, and lists derived from the foregoing.

7.5 Person. “**Person**” means any natural person, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, estate, association or other entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such person where the context so admits.

7.6 Recipient. “**Recipient**” means Receiving Party and, except as otherwise specified in paragraph 1.4, will include any Representative of Receiving Party. Receiving Party will be responsible for all actions and obligations of Receiving Party’s Representatives as if Representatives’ actions were the actions and obligations of Receiving Party.

7.7 Representatives. “**Representative(s)**” means directors, officers, employees, subcontractors, agents, advisors, joint venturers or other representatives (including, without limitation, attorneys, accountants, consultants, bankers, investment bankers, other potential financing sources and financial advisors).

7.8 Transaction. “**Transaction**” means Receiving Party’s potential acquisition of all or some of the assets or the equity interests of Disclosing Party.

8. MISCELLANEOUS. Each Party will execute and cause to be delivered to each other Party such instruments and other documents and will take such other actions as such other Party may reasonably request for the purpose of carrying out or evidencing this Agreement. The rights and obligations of the Parties shall not be assignable. No assignment shall release any Party of its obligations hereunder. The non-prevailing Party in any action or proceeding to enforce this Agreement will pay for all costs, expenses, and reasonable attorney’s fees incurred by the prevailing Party. As used herein the term “prevailing Party” means obtaining greater relief when compared against the other Party, whether by compromise, settlement, or judgment. No provision of this Agreement may be modified, amended or waived except by written agreement signed by the Party to be bound thereby. Each provision of this Agreement is severable from all other provisions. If any provision is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, assigns, personal representatives, and successors of the Parties hereto. Time is of the essence. No waiver of a breach of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. The rights and remedies expressed in this Agreement are cumulative and not exclusive of any rights and remedies otherwise available. This Agreement shall be subject to and governed by Arkansas law without regard to conflicts of laws principles that would require the application of any other law. The forum for any litigation shall be in the county of Disclosing Party’s principal office. All notices, requests, claims, demands and other communications to a Party hereunder shall be in writing and shall be given (and shall be deemed to have been duly given) by delivery in person, by e-mail (with confirmation thereof by reply email from the intended recipient or a read receipt, provided that an automatically generated out-of-office reply shall not constitute a read receipt), or by certified mail (postage prepaid, return receipt requested) (upon receipt thereof) to the address for notice specified below such Party’s signature hereto. This Agreement may be executed in any number of counterparts (including by facsimile, DocuSign and .pdf file), each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument. This Agreement contains the entire agreement of the Parties with respect to the subject matter

hereof and no other oral or written agreements, other than those incorporated herein by the terms hereof, shall be binding on the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

Sartains Heritage Properties, LLC
A Mississippi Limited Liability Company

By: _____
Jacob Sartain, President

Date

Address for Notices:

106 First Choice Dr, Madison MS 39110
Jsartain@SartainsHeritage.com

RECEIVING PARTY:

Signature

Date

Print Name

Address for Notices:

