

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “Agreement”) is to acknowledge that the information provided from CARRINGTON DEVELOPMENT CO, a Missouri limited liability company (“COMPANY”), is to be considered unique and is in all respects considered to be confidential and proprietary. For the purpose of further business discussions with _____, a _____ (resident / company), with its principal address at _____ (“VENDOR”), (Company and Vendor are each individually, a “Party”, and collectively referred to as, the “Parties”), one Party may disclose Confidential Information to the Party subject to the conditions contained herein:

A. “Confidential Information” shall include any information disclosed from one Party to the other Party or any of its affiliates, whether such information disclosed is conveyed verbally or in written or other tangible form, including, but not limited to, trade secrets and technical, financial or business information, pricing, data, ideas, customers, end-users, concepts or know-how. Confidential Information disclosed in tangible or electronic form may be identified by the disclosing Party as confidential with conspicuous markings, or otherwise identified with a legend as being confidential, but in no event shall the absence of such a mark or legend preclude disclosed information which would be considered confidential by a Party exercising reasonable business judgement from being treated as Confidential Information by the receiving Party. Confidential Information shall not include any information that (i) is available to the general public other than by breach of confidentiality, (ii) was known to the receiving Party without any limitation on use or disclosure prior to its receipt from the disclosing Party, (iii) is received from a third party without any obligation of confidentiality, (iv) was independently developed by the receiving Party without reference to or reliance on any Confidential Information of the disclosing Party, or (v) is generally made available to third Parties by the disclosing Party without restriction on disclosure.

B. Neither Party shall use information disclosed from the other Party, except for in the course of discussion by and amongst the Parties. The receiving Party shall not disclose, disseminate, or otherwise communicate, in whole or in part, the disclosing Party’s Confidential Information to any third party, without the prior written consent of the disclosing Party, except that the receiving Party may disclose Confidential Information (i) to its agents, independent contractors, attorneys and financial advisors who are subject to a duty of confidentiality that is no less restrictive than the duty of confidentiality set forth herein, (ii) pursuant to a court order or subpoena or other legal process (in which case the receiving Party shall provide prompt notice to the disclosing Party to enable the disclosing Party to apply for appropriate protective order or other relief). The receiving Party further agrees that it shall take reasonable precautions to safeguard the disclosing Party’s Confidential Information disclosure and, at a minimum, use efforts commensurate with those that the receiving Party employs for protecting the confidentiality of its own Confidential Information which it does not desire to disclose or disseminate, but in no event less than reasonable care. Promptly, upon the written request of the disclosing Party, the receiving Party shall return the disclosing Party’s Confidential Information (and any and all copies thereof) to the disclosing Party.

C. The receiving Party agrees that the disclosing Party may be irreparably injured by a breach of this Agreement and that the disclosing Party shall be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of the confidentiality provisions of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having personal and subject matter jurisdiction, in addition to any other remedy to which the disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement but shall be in addition to all other remedies available at law or in equity.

D. The receiving Party may not, without the express written consent of Company, copy, reverse engineer, decompile, disassemble, modify, adapt, or make derivative works (as defined under applicable copyright laws) of software, products or other materials provided by Company as a result of this Agreement, or the subject matter disclosed hereunder. The receiving Party may not, without the express written consent of Company, copy, reverse engineer, decompile, disassemble, modify, adapt, or make derivative works (as defined under applicable copyright laws) of software, products or other materials provided by Company as a result of this Agreement, or the subject matter disclosed hereunder. Company shall exclusively own all right, title, and interest in and to any and all information relating to the transfer of data between and among Company's systems and networks, end users, customers, and any related third Parties.

E. Nothing contained in this Agreement shall create or imply an agency relationship between the Parties, and nothing in this agreement will be deemed to constitute a joint venture or partnership between the Parties, and the relationship between Company and Vendor is non-exclusive.

F. No amendment, modification, change or discharge of this Agreement shall be valid unless in writing and signed by both Parties.

G. The respective rights and obligations of the Parties hereunder shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, if they should by law or by their nature ordinarily be deemed to survive. Any presentation does not imply an offering of securities.

H. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of the relevant agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct and the Parties shall use their best efforts to agree upon a substitute provision that comports as closely as possible with the intent and effect of the stricken provision, failing which the court shall construe the relevant agreement to as closely as possible achieve the intention of the Parties had the stricken provision remained.

I. Neither Party may assign its rights and obligations under this Agreement, either in whole or in part, without the express written consent of the other Party, without the express written consent of the other Party; however, a Party may assign such rights and obligations to an acquir-

ing or successor entity in connection with a merger or acquisition, including the sale of substantially all of the assigning party's assets. Any assignment in violation of this Section shall be void.

J. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition, nor shall any waiver of any default under the same be construed as a waiver of any other default. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

K. All notices, unless specified as an "electronic notice," due under the terms of this Agreement shall be given in writing and sent by registered mail, reputable express courier service, or shall be delivered by hand to the following addresses:

(i) If to Company:
ATTN: Legal Department
Carrington Development Co.
P.O. Box 771342
St. Louis, Missouri 63177

and, (ii) If to Vendor:

L. Each Party signatory hereby represents and warrants that it has the power and authority to enter into, bind, and/or perform in accordance with the obligations of this Agreement.

M. This Agreement and all agreements associated herewith shall be governed in all respects by the laws of the State of Missouri without regard to its conflict of laws principles, and all claims and/or lawsuits in connection with this Agreement, an Order, and/or any associated agreements must be brought in a state or federal court located in the City of St. Louis, Missouri, and the Parties hereby irrevocably submit to the jurisdiction and venue of any such court.

N. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF, Company and VENDOR have executed this Agreement as of this _____ day of _____, 202____ (the "Effective Date").

_____ Company
_____ Printed
_____ Title
_____ Date

_____ Vendor
_____ Printed
_____ Title
_____ Date