

NONDISCLOSURE AGREEMENT (AGENCY)

AGENCY: Complete BOX below and provide signed copy to your Developer contact.

Agency Name: _____	Address: _____
By (signature): _____	_____
Printed Name: _____	_____
Title: _____	Fax No.: _____
Date Signed: _____	Email Address: _____

This Nondisclosure Agreement (this "Agreement") is entered into by Agency for the benefit of Dermody Properties, its clients and their respective Affiliates ("Dermody"). In connection with Dermody's evaluation of various sites for operations and businesses, Agency may receive information on Dermody's or its clients' operations and businesses. In consideration of the receipt of such information, Agency agrees as follows:

1. **Confidential Information.** "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all nonpublic information relating to Dermody or its clients or disclosed by Dermody to the above-referenced agency, its Affiliates or agents of any of the foregoing (collectively, "Agency") that is designated as confidential prior to disclosure to Agency.

2. **Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Agency at the time of its receipt from Dermody, (iii) is disclosed to Agency from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Agency without reference to any Confidential Information.

3. **Use of Confidential Information.** Agency may use Confidential Information only in pursuance of its efforts to evaluate Dermody's business opportunities in California. Except as provided in this Agreement, Agency will not disclose Confidential Information to anyone without Dermody's prior written consent. Agency will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. **Agency Personnel.** Agency will restrict the possession, knowledge and use of Confidential Information to each of its employees who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Agency will ensure that its employees comply with this Agreement.

5. **Permitted Disclosures.** Agency may disclose Confidential Information as required to comply with applicable public disclosure or open records laws (collectively, "Laws"). Prior to making any such disclosure, however, Agency shall (i) give Dermody prior written notice sufficient to allow Dermody to seek a protective order or other remedy (except to the extent that Agency's compliance would cause it to violate any Laws), and (ii) disclose only such information as is required under those Laws.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of Dermody. Dermody's disclosure of Confidential Information will not constitute an express or implied grant to Agency of any rights to or under Dermody's clients' patents, copyrights, trade secrets, trademarks or other intellectual property rights. Agency will not use any trade name Nondisclosure Agreement (2/18)

trademark, logo or any other proprietary rights of Dermody's clients in any manner without prior written authorization of such use by a Senior Vice President of Dermody (or its applicable Affiliate).

7. **Notice of Unauthorized Use.** Agency will notify Dermody immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Agency will cooperate with Dermody in every reasonable way to help Dermody regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. **Return of Confidential Information.** Agency will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Dermody's written request, unless otherwise required by Laws or any duly adopted record retention and destruction schedule.

9. **Injunctive Relief.** Agency acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Dermody and its clients as to which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, Agency agrees that Dermody will have the right to seek injunctive relief for any violation of this Agreement.

10. **Scope; Termination.** This Agreement covers Confidential Information received by Agency prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that Agency's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 5, 6, 9, 10 and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Agency may not assign this Agreement without Dermody's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of California, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in El Dorado County, California, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission, e-mail or certified mail. Notices to Agency will be delivered to the address set forth above. Notices to Dermody will be delivered, Attn. Jeffrey Zyglar, to: 5500 Equity Avenue, Reno, Nevada 89502; Fax No. 775-856-0831; E-mail: jzyglar@dermody.com.