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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

For a Prospective Buyer's Review of a Confidential Business and Real Property Listing

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into by and between **Wild Hills Realty** ("Broker"), acting as exclusive agent for the owner of the business and real property identified internally as Listing No. **South Central Winery** (the "Company"), and the undersigned prospective purchaser, together with its subsidiaries, affiliates, officers, directors, employees, agents, advisors and representatives (collectively, the "Recipient"), effective as of the date of the Recipient's signature below.

1. Purpose.

Broker is acting as exclusive agent for the Company in connection with a possible sale, transfer of assets, or change of control of the Company (a "Transaction"). The Company is willing to furnish the Recipient certain confidential information concerning the Company for the sole purpose of permitting the Recipient to evaluate a possible Transaction (the "Purpose"). The identity, name, location, and address of the Company are themselves Confidential Information and will not be disclosed to the Recipient until this Agreement has been executed and the Recipient has, if requested, satisfied the Company's buyer-qualification requirements.

2. Confidential Information.

"Confidential Information" means any and all information disclosed to the Recipient by or on behalf of the Company or Broker, orally, in writing, electronically, or in any other form, whether or not marked or identified as confidential. Confidential Information includes, without limitation, the identity, name, and location of the Company; its actual or proposed business operations; historical and projected financial information, budgets, and revenue data; products, services, recipes, formulae, processes, and methods of operation; trade secrets and know-how; licenses and permits; supplier, vendor, distributor, employee, and customer information and lists; marketing, production, and strategic plans; and the existence and any terms of the contemplated Transaction. Confidential Information also includes all notes, analyses, summaries, and other materials prepared by the Recipient that contain or are derived from any of the foregoing.

Confidential Information does not include information that:

- (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Recipient or its representatives;
- (b) was rightfully known to the Recipient, without obligation of confidentiality, before disclosure by or on behalf of the Company, as shown by the Recipient's written records;
- (c) is rightfully received by the Recipient from a third party not known to be under an obligation of confidentiality to the Company; or
- (d) is independently developed by the Recipient without use of or reference to the Confidential Information.

3. Obligations and Permitted Disclosure.

The Recipient agrees to hold all Confidential Information in strict confidence and to use it solely for the Purpose. The Recipient shall not disclose any Confidential Information to any third party, except that the Recipient may disclose Confidential Information to those of its officers, directors, employees, attorneys, accountants, financing sources, and outside consultants (collectively, "Representatives") who have a genuine need to know it in order to evaluate the Purpose, who are informed of the confidential nature of the information, and who agree to be bound by, or are otherwise obligated to honor, terms substantially the same as those in this Agreement. The Recipient shall be responsible for any breach of this Agreement by its Representatives as if it were a breach by the Recipient.

4. Compelled Disclosure.

If the Recipient or any of its Representatives is requested or required by law, regulation, or legal process to disclose any Confidential Information, the Recipient shall, to the extent legally permitted, promptly notify the Company in writing so that the Company may seek a protective order or other appropriate remedy at its own expense. If such protection is not obtained, the Recipient may disclose only that portion of the Confidential Information it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information.

5. Non-Disclosure of the Transaction.

The Recipient shall keep strictly confidential, and shall not disclose to any third party without the Company's prior written consent, the existence and any aspect of the discussions, negotiations, or business dealings between the Company and the Recipient, including the fact that Confidential Information has been made available or that a possible Transaction is being considered.

6. Non-Solicitation of Employees and Customers.

For a period of two (2) years from the date of this Agreement, the Recipient will not, directly or indirectly, (a) solicit for employment or engagement any employee of the Company with whom the Recipient had contact, or whose identity the Recipient learned, in connection with its evaluation of a Transaction, or (b) use Confidential Information to solicit any customer, client, supplier, or vendor of the Company to cease or reduce its business with the Company or to do business with a competing enterprise. Nothing in this Section prevents the Recipient from (i) placing general advertisements not specifically targeted at the Company's personnel, (ii) hiring any person who responds to such a general advertisement or who approaches the Recipient on his or her own initiative, or (iii) using a recruiting firm not directed to target the Company's personnel.

7. Return or Destruction of Materials.

Upon the Company's or Broker's written request, or upon the termination of discussions regarding a Transaction, the Recipient shall promptly return to the Company or Broker, or destroy, all Confidential Information and all copies and materials derived from it, and shall confirm such return or destruction in writing if requested. The Recipient may retain copies of Confidential Information solely to the extent required by law or by routine automatic electronic back-up or archiving procedures, provided that any retained information remains subject to the confidentiality obligations of this Agreement for as long as it is retained.

8. No Representations or Warranties.

The Company and Broker make no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Recipient agrees that neither the Company nor Broker shall have any liability resulting from the Recipient's use of the Confidential Information, except as may be set forth in a definitive written agreement for a Transaction, if any. The Recipient is responsible for conducting its own independent investigation of the Company.

9. No Obligation to Proceed.

Nothing in this Agreement obligates the Company or the Recipient to proceed with or to negotiate any Transaction. The Company reserves the right, in its sole discretion, to determine what information it makes available, to reject any and all proposals, and to terminate discussions at any time. No agreement providing for a Transaction shall be deemed to exist unless and until a definitive written agreement is executed and delivered by the Company.

10. Remedies; Injunctive Relief.

The Recipient acknowledges that all Confidential Information remains the property of the Company and that a breach of this Agreement may cause the Company irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in the event of any breach or threatened breach, the Company shall be entitled to seek injunctive and other equitable relief, in addition to any other remedies available at law, without the necessity of posting a bond.

11. Brokerage and Commission.

The Recipient acknowledges that Broker represents the Company exclusively and that no sub-agency or other agency relationship is created with the Recipient or with any broker representing the Recipient. The Company shall be responsible for paying a commission only to Broker, pursuant to a separate agreement between the Company and Broker. If the Recipient is represented by a broker or agent other than Broker, the Recipient shall be solely responsible for any fee, commission, or compensation owed to its own broker or agent, and neither the Company nor Broker shall have any obligation with respect to such fee. The Recipient represents that, except as disclosed in writing to Broker, no broker or finder other than Broker has been engaged by the Recipient in connection with a possible Transaction.

12. Term.

This Agreement shall remain in effect for a period of two (2) years from the date of the Recipient's signature, except that any Confidential Information constituting a trade secret shall remain protected for so long as it qualifies as a trade secret under applicable law. The obligations under this Agreement survive the conclusion of discussions regarding a Transaction.

13. Miscellaneous.

- (a) This Agreement may be modified or waived only by a writing signed by both parties. No failure or delay in exercising any right operates as a waiver of it.
- (b) If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force, and any provision held unenforceable by reason of its scope or duration shall be enforced to the maximum extent permitted by law.
- (c) This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns, and inures to the benefit of the Company and Broker.
- (d) This Agreement is governed by the laws of the State of Missouri, without regard to its conflict-of-laws principles, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Howell County, Missouri.
- (e) This Agreement may be executed in counterparts, and signatures delivered by facsimile, scan, or electronic signature shall be treated as original signatures.

ACKNOWLEDGED AND AGREED:

Recipient Signature

Printed Name

Title

Company / Entity Name

Address

Email

Phone

Date

SUBMIT

If unable to fill and submit, please print, fill, sign and scan to mowineryinfo@gmail.com or denver@wildhillsrealty.com.