

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is made this ___ day of _____, 2024, by and between _____ ("Recipient") and Michael Kasolas, the Chapter 11 trustee ("Trustee") of the bankruptcy estate of Kelham Vineyard & Winery, LLC ("**Debtor**"), Case No. 23-10384.

WHEREAS: Recipient wishes to inspect the Debtor's facility, property, equipment, inventory and other assets as a potential bidder (the "**Inspection**"). To enable Recipient to conduct the Inspection, the Agent has agreed to provide access to inspect the Debtor's assets and related information ("**Confidential Information**") to Recipient upon the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. All information of whatsoever nature (whether oral, written or in any other form) containing material of a factual, legal, technical, business or financial nature of any kind and relating to the Confidential Information shall be held in complete confidence by Recipient, and shall not, without Trustee's written consent, be disclosed to any other person, nor used for any purpose, other than in connection with the Inspection.
2. This obligation to maintain the confidentiality of Confidential Information shall continue to apply after the end of the Inspection.
3. Recipient shall make no use of the Confidential Information at any time beyond its use in the Inspection and analysis regarding becoming a potential DIP lender, buyer or agent.
4. The Recipient shall make all such Confidential Information available only to its own directors, officers, shareholders, affiliates, employees, contractors, advisors or potential partners having a "need to know" in order to carry out their proper functions in connection with such evaluation, provided that prior to disclosure thereof to any such person or persons, the Recipient shall have informed them of the confidential nature of the information and secured their agreement to be bound by the same terms and conditions contained herein.
5. Recipient agrees not to copy any written or electronic documents or extracts of documents containing Confidential Information except for above stated purposes. Recipient will be bound to this Agreement.
6. Recipient shall not remove any Confidential Information from the Debtor's location, except as instructed by the Trustee or his attorney or accountant.
7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as they apply to contracts entered into and wholly to be performed in the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

8. In the event any portion of this Agreement is ever held unenforceable by a court of competent jurisdiction, then that portion shall be severed and the remainder of this Agreement shall remain in full force and effect.

9. By signing this Agreement, the undersigned acknowledges and agrees to every term of this Agreement and that such terms shall survive the termination of this Agreement and that this Agreement shall be binding upon and inure to the benefit of the Trustee and his respective successors and assigns.

10. The undersigned acknowledges that legal damages may not be an adequate remedy for any breach or attempted breach of this Agreement, and agrees that provisional equitable relief may be required in appropriate circumstances and that the Trustee shall, in addition to any other rights and remedies in the event of a breach by the undersigned of this Agreement have the right to seek provisional injunctive relief restraining any breach or attempted breach of this Agreement by the undersigned.

11. Should suit be brought to enforce or interpret any of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not damages, reasonable attorney's fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. Post judgment attorneys' fees incurred by the prevailing party in enforcing any judgment or an action brought to resolve a dispute hereunder will also be recoverable. This right to post judgment attorneys' fees shall be separate and distinct from the right to recover attorneys' fees in the underlying action, shall survive any judgment and shall not be deemed merged into any judgment. A party not entitled to recover its costs shall not be entitled to recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining if a party is entitled to recover costs or attorney's fees.

12. This Agreement may be executed (a) by facsimile signature, (b) electronic signature and (c) one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

UNDERSTOOD AND AGREED:

BY: _____

COMPANY: _____