

## **NON-DISCLOSURE AGREEMENT**

### **Buyer Review Form**

#### **Museum of Handcar Technology LLC • For discussions with prospective purchasers of recreational railroad equipment**

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date above by and between Museum of Handcar Technology LLC ("Disclosing Party") and the prospective buyer identified above ("Recipient"). The parties wish to allow Recipient to evaluate a possible purchase, lease, financing, partnership, or other transaction involving certain recreational railroad equipment and related business information (the "Permitted Purpose").

#### **1. Confidential Information**

For purposes of this Agreement, "Confidential Information" means any non-public information disclosed by or on behalf of the Disclosing Party, whether disclosed orally, visually, electronically, in writing, or by inspection, including without limitation: equipment specifications; engineering, fabrication, repair, restoration, and maintenance information; operating methods; route, excursion, and tour concepts; pricing; customer and vendor information; marketing plans; photos, drawings, manuals, and records; financial information; and the existence, status, and terms of any proposed transaction.

#### **2. Exclusions**

Confidential Information does not include information that Recipient can demonstrate by written records:

- (a) was publicly available at the time of disclosure or later becomes publicly available through no breach of this Agreement;
- (b) was already lawfully known to Recipient without restriction before disclosure by the Disclosing Party;
- (c) is lawfully received from a third party without a duty of confidentiality; or
- (d) is independently developed by Recipient without use of or reference to the Confidential Information.

#### **3. Recipient Obligations**

Recipient shall:

- (a) use the Confidential Information solely for the Permitted Purpose;
- (b) keep the Confidential Information strictly confidential using at least reasonable care, and no less than the care Recipient uses for its own confidential information of similar importance;
- (c) limit disclosure to Recipient's employees, attorneys, accountants, financing sources, insurers, and advisors who have a need to know for the Permitted Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement; and
- (d) not copy, reverse engineer, disassemble, test, inspect, photograph, measure, or otherwise analyze any equipment or component beyond what the Disclosing Party expressly authorizes in writing.

#### **4. No Unauthorized Contact / Use**

Without the Disclosing Party's prior written consent, Recipient shall not use the Confidential Information to contact the Disclosing Party's customers, vendors, lessors, operators, route partners, property owners, mechanics, or other business relationships regarding the subject equipment or transaction, except through the Disclosing Party or as specifically authorized in writing.

#### **5. Required Disclosure**

If Recipient is required by law, subpoena, court order, or governmental process to disclose Confidential Information, Recipient shall, to the extent legally permitted, promptly notify the Disclosing Party so the Disclosing Party may seek a protective order or other remedy. Recipient shall disclose only the portion legally required and shall use reasonable efforts to obtain confidential treatment.

#### **6. Return or Destruction**

Upon the Disclosing Party's written request, or when discussions end, Recipient shall promptly return or destroy all Confidential Information, including copies, extracts, and summaries, except that Recipient may retain one archival copy solely for legal or compliance purposes, which shall remain subject to this Agreement.

#### **7. No License; No Obligation**

All Confidential Information remains the property of the Disclosing Party. No license, ownership right, or other intellectual property right is granted except the limited right to review the Confidential Information for the Permitted Purpose. The Disclosing Party is not obligated to proceed with any transaction, and either party may discontinue discussions at any time.

#### **8. Disclaimer**

All Confidential Information is provided "as is." The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, except as may be expressly set forth in a definitive written purchase or sale agreement signed by the parties.

#### **9. Remedies**

Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity, without waiving any other rights.

#### **10. Term**

This Agreement begins on the Effective Date. Recipient's duty not to use or disclose Confidential Information shall continue for three (3) years after the last disclosure of

Confidential Information under this Agreement; provided that trade secrets shall be protected for so long as they remain trade secrets under applicable law.

**11. Governing Law; Venue**

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law rules. Any legal action arising from or relating to this Agreement shall be brought in the state or federal courts located in California, and each party consents to such jurisdiction and venue.

**12. General**

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes prior discussions on confidentiality relating to the Permitted Purpose. Any amendment must be in writing and signed by both parties. If any provision is held unenforceable, the remaining provisions shall remain in effect. This Agreement may be signed in counterparts and by electronic signature, each of which will be deemed an original.

**Optional Transaction Description**

Equipment or opportunity being evaluated: Human powered recreational railroad equipment.

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**Name**

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**Signature** **Date**

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**Name**

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**Signature** **Date**

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**Name**

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**Signature** **Date**