

NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** (this "Agreement") is entered into effective as of the _____ day of _____, 2023 by and between _____, an individual (the "Candidate"), and Meridian Cooperative, Inc., whose principal place of business is located at 100 Ashford Center North, Suite 350, Atlanta, GA 30338 ("Meridian").

WITNESSETH:

WHEREAS, Candidate is the general manager or chief executive officer of a member of Meridian, and desires to become a nominee for a position on the Meridian Board of Elections;

WHEREAS, in order to become a nominee, Candidate must be nominated by petition, with such petition signed by the number of Meridian members specified by the Meridian Bylaws;

WHEREAS, such petition: (a) must be signed by Members located within the applicable Region (if Candidate is seeking a Regional Director position); or (b) may be signed by Members located within any Region (if Candidate is seeking an At Large Director position);

WHEREAS, for the purpose of contacting Members to support Candidate's petition, Candidate desires a list of Members in Candidate's Region, or a list of all Meridian members, as applicable;

WHEREAS, Meridian is willing to provide such Member list, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants, premises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Membership List. For purposes of this Agreement, the Membership List is defined as follows:

(a) If Candidate is seeking a Regional Director position, a list of current Meridian members located within Candidate's Region that includes the identity of the members and at least one means of contacting each member, such as a physical address, email address, or telephone number; or

(b) If Candidate is seeking an At Large Director position, a list of all current Meridian members that includes the identify of the members and at least one means of contacting each member, such as a physical address, email address, or telephone number.

"Regions" are as defined in the Meridian Bylaws.

2. Confidentiality; Non-Disclosure.

(a) Candidate acknowledges and agrees that the information included in the Membership List is Confidential Information, consisting of nonpublic, confidential and proprietary information of Meridian that is extremely valuable to Meridian and that Meridian takes all reasonable measures to maintain as confidential. Candidate acknowledges and agrees that the

disclosure of Confidential Information or the use of any such Confidential Information by Candidate other than as permitted herein would materially damage the business of Meridian.

(b) Confidential Information does not include any information that, as demonstrated by reasonably reliable documentary evidence: (a) is or becomes publicly available through no fault of Candidate; (b) is rightfully known by Candidate without restriction at the time of its receipt from Meridian; (c) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (d) is or has been independently developed by Candidate without use of or reference to any Confidential Information.

(c) Candidate agrees to use the Confidential Information only in accordance with the terms and conditions of this Agreement and further agrees not to use any Confidential Information for Candidate's personal benefit. Candidate agrees that the Confidential Information: (a) shall be kept strictly confidential by Candidate and that Candidate shall take all reasonable actions necessary to preserve the confidentiality of the Confidential Information; (b) shall be treated by Candidate in the same way as Candidate treats Candidate's own proprietary or confidential information; and (c) shall be disclosed only to persons assisting Candidate with preparing and submitting a petition to nominate Candidate for a position on the Meridian Board of Directors (a "Petition") who need to know such information in connection with assisting with the Petition ("Permitted Persons"). Candidate agrees that the confidentiality and non-disclosure provisions of this Agreement shall apply equally to Permitted Persons in the same manner as they apply to Candidate.

3. Destruction or Deletion of Confidential Information. Upon or before the deadline for submitting the Petition to Meridian, Candidate shall destroy all physical copies of Confidential Information, delete all electronic files containing Confidential Information, destroy or delete any documents or files incorporating any Confidential Information, and ensure that all Permitted Persons similarly destroy or delete such documents or files in their possession. Notwithstanding the foregoing, Candidate may retain such Confidential Information if it is retained systematically on backup media, provided, however, that Candidate shall be subject to obligations of non-disclosure and non-use with respect to any such retained Confidential Information until such time as such Confidential Information is deleted.

4. Remedies for Breach; Injunctive Relief. Candidate acknowledges, understands and agrees that the restrictions contained in this Agreement are reasonable and necessary in order to protect the legitimate interests of Meridian, that Meridian will suffer irreparable harm if Candidate breaches any of its obligations under this Agreement, and that monetary damages would be inadequate to compensate Meridian for such breach. Accordingly, Candidate agrees that in the event of a breach or a threatened breach by Candidate of any of the provisions of this Agreement, Meridian may request from any court of competent jurisdiction preliminary and permanent injunctive relief. Candidate hereby agrees that Meridian shall not be required to post any bond in connection with seeking or obtaining such injunctive relief.

5. Miscellaneous.

(a) This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements, whether oral or in writing.

(b) No provision of this Agreement may be amended, modified, or waived except by a writing signed by each of the parties.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. The invalidity or unenforceability of any part of this Agreement, for any reason, shall not prejudice or affect the validity or enforceability of the remainder.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Georgia, United States of America. Each of the parties irrevocably and unconditionally (a) submits to the personal jurisdiction of the United States District Court for the Northern District of Georgia and the state courts of Georgia; and (b) consents and agrees that any such action or proceeding may be brought in and only in the United States District Court for the Northern District of Georgia, or if such court lacks subject matter jurisdiction, then in the state courts of Georgia, having personal and subject matter jurisdiction, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

(f) Any notice given under this Agreement shall be in writing delivered to the physical or email address of the noticed party set forth under such party's signature block, and shall be effective upon delivery. Delivery may be by email, by mail, or by nationally recognized courier service. Notice by mail shall be properly addressed with proper postage affixed and sent registered, certified or express return receipt requested, with delivery deemed to have occurred on the date shown on the return receipt. Notice sent by any of the other methods of delivery shall be deemed effective: (i) when sent (with confirmation received), if sent by email on a business day; (ii) on the first business day after being sent (with confirmation received), if sent by email; and (iii) on the date of delivery if sent by courier.

(g) EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS CAREFULLY READ AND CONSIDERED THESE PROVISIONS AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE OTHER PARTY'S INTERESTS.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

MERIDIAN COOPERATIVE, INC.

CANDIDATE:

Printed Name: _____

Title: _____

100 Ashford Center North
Suite 350
Atlanta, GA 30338

Printed Name: _____

Address: _____
