

## CONFIDENTIALITY AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Chriskim Inc., with principal offices located at 3955 Industrial Drive, St. Ann Missouri 63074 ("Chriskim") and \_\_\_\_\_, with a mailing address of \_\_\_\_\_.

### STATEMENT OF PURPOSE

Chriskim and \_\_\_\_\_ intend to enter into discussions to determine the possible sale, by Chriskim to \_\_\_\_\_, of certain Real Property improvements and personal property located at 16013 – 16027 Manchester Road, Ellisville, Missouri (the "Property"). In the course of such discussions, Chriskim will disclose to \_\_\_\_\_ certain information and documentation which relates to the Property ("Confidential Information"). Chriskim will disclose Confidential Information to \_\_\_\_\_ only upon \_\_\_\_\_ specific agreement as follows:

1. \_\_\_\_\_ acknowledges that the Confidential Information is a valuable asset of Chriskim, has competitive value, is of a confidential nature, and that a violation by \_\_\_\_\_ of the terms of this Agreement will cause Chriskim to suffer irreparable and substantial damages for which money damages, alone, may prove to be an inadequate remedy.
2. \_\_\_\_\_ agrees that all information and documentation provided to it during the course of discussions shall be deemed to be Confidential Information unless, and to the extent, that Chriskim indicates the same is not Confidential Information.
3. \_\_\_\_\_ agrees, for itself and its directors, officers, employees, agents, advisors and representatives, that the Confidential Information will be used solely for the purpose of evaluating the potential transaction above described with Chriskim and may be disclosed by \_\_\_\_\_ to its directors, officers, employees, agents, advisors, and representative only on a need-to-know basis and will not be disclosed to any other person except as required by applicable law or legal process, as provided below, without the prior written consent of Chriskim. Prior to parties above obtaining said confidential information, each party shall sign and deliver same said Confidentiality Agreement to Chriskim.
4. If \_\_\_\_\_, or any person to whom \_\_\_\_\_ has properly disclosed Confidential Information,

shall be under a legal obligation in any administrative or judicial circumstance involuntarily to disclose any Confidential Information, \_\_\_\_\_ shall give Chriskim prompt notice thereof so that Chriskim may seek a protective order or waive \_\_\_\_\_ duty of nondisclosure; provided that in the absence of such order or waiver, if \_\_\_\_\_ or any such person shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure to such tribunal may be made by \_\_\_\_\_ or such person without liability hereunder.

- 5. \_\_\_\_\_ agrees, at any time hereunder upon request of Chriskim to immediately return to Chriskim all Confidential Information and all copies, summaries, and extracts thereof.
- 6. Chriskim makes no representations nor warranties with respect to the accuracy nor completeness of any of the Confidential Information disclosed to \_\_\_\_\_ hereunder.
- 7. In the event that the transaction(s) contemplated by this Agreement is not consummated, neither \_\_\_\_\_ nor its representative shall, without the prior written consent of Chriskim, use any of the Confidential Information now or hereafter received or obtained from Chriskim for any purpose not expressly authorized by this Agreement.
- 8. This Agreement will not apply to any of the Confidential Information that is, or becomes, in the public domain through no acts or omission by \_\_\_\_\_ or by its agents or representatives.
- 9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, exclusive of any conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove set forth.

Chriskim, Inc. (a Missouri Corporation) \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

