VENDOR NON-DISCLOSURE AGREEMENT

The Hancock County Port & Harbor Commission ("***Commission***") has engaged or intends to engage_____ ("**Counterparty**"), a _____ [entity and state type] to provide goods and/or services associated with sensitive and confidential economic development activities, which may include, but are not limited to, hosting representatives of site selectors and potential new businesses in order to demonstrate community assets and capabilities. The terms "Commission" and "Counterparty" shall include their affiliates and each of their respective "Representatives", which shall include their directors, officers, employees, advisors, consultants.

Counterparty, as a condition of the Commission purchasing goods and/or services of Counterparty (the "Transaction"), agrees that all information related to the Commission's economic development activities, including, but not limited to, the existence of such activities, the nature of such activities or the time they occurred, the identity of any parties involved (including the profession or business engaged in by such parties), the number of any parties involved, and any communication regarding such from the Commission, irrespective of the form of such communication (such information, together with notes, memoranda, summaries, analyses, compilations and other writings relating thereto or based thereon prepared by the Commission being referred to herein as the "Confidential Information") will be kept strictly confidential, and (ii) the Confidential Information will be used solely for the purpose of performing the Transaction; provided, however, that the Confidential Information may be disclosed to any representative of the Counterparty who needs to know such information for the purpose of assisting in the performance of the Transaction (it being understood that such representatives will be instructed to keep such information confidential). The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Commission in violation of this agreement or (ii) becomes available to the Counterparty on a non-confidential basis from a source other than the Commission, (iii) any information which is independently developed by the Counterparty. The Counterparty agrees to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of Confidential Information in breach hereof.

If the Counterparty or any of its representatives is compelled in any judicial or administrative proceeding, or by any governmental or regulatory authority, to disclose any Confidential Information, the Counterparty will, unless prohibited from doing so by law or regulation or by judicial, governmental, or regulatory authority or similar legal process, (i) give the Commission notice of such request.

It is expressly understood by the parties hereto that this agreement is not intended to, and does not, constitute an agreement to consummate a Transaction or to enter into a definitive Transaction agreement, and neither Party will have any rights or obligations of any kind whatsoever with respect to a Transaction by virtue of this agreement or any other written or oral expression by either party hereto or their respective representatives (other than for the matters specifically agreed to herein).

This agreement (i) contains the sole and entire agreement between the Parties with respect to the subject matter hereof, (ii) may be amended, modified or waived only by a separate written instrument duly executed by or on behalf of each Party hereto, and (iii) shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to the conflicts of laws principles thereof. This agreement may be executed in multiple counterparts which when taken together shall be considered as one instrument. Signatures affixed hereto or transmitted electronically shall be considered as original signatures.

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The obligations of the Parties hereto shall expire on the first (1st) anniversary date hereof.

This agreement may not be assigned by operation of law or otherwise, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of _____.
(Date)

_____
Counterparty

By: _____
Signature
Name: _____
Title:_____

By: _____
Signature
Name: _____
Title:_____

Hancock County Port and Harbor Commission

By: _____
Name: William V. Cork
Title: Chief Executive Officer