

NON-DISCLOSURE AGREEMENT

_____ (“**Counterparty**”), a _____ [entity and state type] and the Hancock County Port and Harbor Commission (“**Commission**”) propose to exchange Confidential Information (as defined below) in order to _____ (“**Purpose**”). (each hereinafter sometimes referred to as “**Party**” or “**Parties**”). During the pursuit of the Purpose, either Party may be the recipient of Confidential Information (the “**Receiving Party**”) or the provider of Confidential Information (the “**Disclosing Party**”). The terms “**Counterparty**”, “**Commission**”, “**Party**”, “**Parties**”, “**Disclosing Party**” and “**Receiving Party**” shall include the employees, officers, directors and supervisors of the organization being referenced. In furtherance of the Purpose, the Parties hereby agree to the terms of this Non-Disclosure Agreement (the “**Agreement**”).

Each Party, as a condition to its receipt of Confidential Information of the other Party, agrees that (i) all information relating to the Purpose furnished by or on behalf of the Disclosing Party, after the execution of this Agreement and irrespective of the form of 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 furtherance of the Purpose; provided, however, that the Confidential Information may be disclosed to any Representative of the Receiving Party who needs to know such information for the purpose of assisting the Receiving Party in furtherance of the Purpose (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 Receiving Party in violation of this agreement or (ii) becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives, (iii) any information which is independently developed by the Receiving Party or any of its Representatives. For purposes hereof, the “**Representatives**” of any entity means such entity’s affiliates and its and their respective directors, officers, employees, advisors, consultants, potential co-investors and any bank or other person that is considering providing financing to the Receiving Party or its affiliates in connection with the Purpose; provided that notwithstanding anything to the contrary herein, no person or entity shall be deemed a Representative unless such person or entity has received Confidential Information hereunder. The Receiving Party agrees to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of Confidential Information in breach hereof. Notwithstanding the foregoing, the Receiving Party will not be responsible for those Representatives who enter into a separate confidentiality agreement with the Disclosing Party.

If the Receiving Party or any of its Representatives is requested in any judicial or administrative proceeding, or by any governmental or regulatory authority, or compelled by a lawful public records request or similar request, to disclose any Confidential Information, the Receiving Party will, unless prohibited from doing so by law or regulation or by judicial,

governmental, or regulatory authority or similar legal process, (i) give the Disclosing Party notice of such request. If, in the absence of a protective order, the Receiving Party or such Representative is nonetheless compelled to disclose Confidential Information, the Disclosing Party agrees that the Receiving Party or such Representative may make such disclosure without liability hereunder, provided that, unless prohibited from doing so by law or regulation or by judicial, governmental, or regulatory authority, the Receiving Party gives the Disclosing Party written notice of the information to be disclosed as promptly as is practicable.

Notwithstanding anything to the contrary herein, without satisfying the other obligations of this paragraph, the Commission and its Representatives may disclose Confidential Information to the extent disclosure is requested or required in connection with routine audits or examinations by, or blanket document requests from, a regulatory, self-regulatory or governmental entity, or is otherwise required by a lawful public records request or similar request.

At any time, upon the written request of the Disclosing Party, the Receiving Party will promptly destroy or redeliver or cause to be destroyed or redelivered to the Disclosing Party all copies of the Confidential Information furnished to the Receiving Party by or on behalf of the Disclosing Party and destroy or cause to be destroyed all Confidential Information prepared by Disclosing Party in the possession of the Receiving Party so long as such action complies with any and all federal, state, or local laws or regulations. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain (i) one copy of any document requested to be returned or destroyed in a secure location in its internal files, or the files of the Receiving Party's legal department or outside counsel for record or compliance purposes only and (ii) information contained in an archived computer backup system stored as a result of automated back-up procedures for compliance purposes. Notwithstanding the return, destruction or limited retention of any Confidential Information as set forth in this paragraph, the Receiving Party will continue to be bound by its obligations hereunder for the stated term hereof.

It is expressly understood by the Parties hereto that this Agreement is not intended to, and does not, constitute an agreement to consummate any transaction related to the Purpose or to enter into any agreement aside from this 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) unless and until a definitive agreement relating thereto between the Parties is executed and delivered.

Notwithstanding the foregoing, the Receiving Party's liability to the Disclosing Party in connection with this Agreement and any activities undertaken in connection with the Purpose shall exclude liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

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.

The obligations of the Parties hereto shall expire on the **[fifth (5th)]** anniversary date hereof.

Each Party understands, and shall ensure that its Representatives are aware of, the restrictions on insider trading imposed by applicable federal and state securities laws.

This agreement may not be assigned by operation of law or otherwise, either 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:

Title: President of the Hancock County Port and Harbor Commission
or the Commission's Designee