

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into on or as of the _____ day of _____, 2025 by and between _____ (“Receiving Party”), and MacArthur Square, LLC & AVI Partners, LLC d/b/a VANTIS Commercial Real Estate (“Disclosing Party”) with offices located in Sioux Falls, South Dakota.

WHEREAS, the parties have agreed to hold discussions in contemplation of a business relationship or transaction for **MacArthur Square – Mixed Use Investment (\$11,100,000)** listed hereafter; and

WHEREAS, the purpose of this Agreement is to establish an agreement between Receiving Party and the Disclosing Party governing the disclosure and use of confidential information that may be exchanged between the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Receiving Party and Disclosing Party have agreed to hold discussions in contemplation or in furtherance of a business relationship or transaction. In connection with these discussions, each party is prepared to furnish the other with certain confidential and proprietary information and materials relating to the other, its operations and its products. All such information, including the fact that discussions are being held with respect to the potential business relationship and potential sale of a business or assets, regardless of the form or media in which it is stored or disclosed, shall hereinafter be referred to as the “Confidential Information.”
2. The Receiving Party shall: (a) treat all Confidential Information confidentially and shall not disclose such information to any other person, firm, corporation or other entity except as permitted in writing by the Disclosing Party or as expressly permitted by the terms hereof; (b) protect all proprietary information with the same degree of care as it applies to protect its own proprietary and confidential information; (c) advise employees, agents, advisors or representatives who receive the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality herein; and (d) use the Confidential Information only for the purpose of the business relationship contemplated by the parties.
3. Notwithstanding the provisions of Section 1 above, the Receiving Party shall have no obligation with respect to any information that: (a) is or becomes within the public domain through no act of the Receiving Party in breach of this Agreement; (b) was in the possession of the Receiving Party prior to its disclosure or transfer hereunder, and the Receiving Party can so prove; (c) is independently developed by the Receiving Party, and the Receiving Party can so prove; or (d) is received from another source without any restriction on use or disclosure.
4. Information furnished in electronic, written, pictorial, magnetic and/or other tangible form shall not be duplicated except as necessary for the purposes of this Agreement. In the event that no further business between the Receiving Party and the Disclosing Party takes place after the Receiving Party has been furnished with the Confidential Information, the Receiving Party will, upon request by the Disclosing Party, promptly deliver the Confidential Information to the Disclosing Party without retaining any copy thereof, and, in any event, the Receiving Party and its representatives will maintain the confidentiality of all Confidential Information.
5. The obligations of confidentiality and non-disclosure contained in this Agreement shall survive the termination of this Agreement and the termination of discussions concerning a business relationship or transaction between the parties.
6. This Agreement is not intended to, and does not obligate either party to enter into any further agreements or to proceed with any possible relationship or other transaction. Further, this Agreement does not create any partner, agent, or similar relationship between the parties, and

neither party shall be entitled to state or employ that it can bind or represent the other in any way.

7. The parties agree that the Confidential Information constitutes unique, valuable, and special business information of the Disclosing Party; that disclosure of such information would cause the Disclosing Party irreparable harm and that any remedy at law, which the Disclosing Party may have for breach of this Agreement, would be inadequate. Therefore, in addition to any other remedies the Disclosing Party may have under this Agreement or at law or in equity, all of which remedies shall be cumulative, the Disclosing Party shall be entitled to injunctive relief, without bond, upon a court's finding that the Receiving Party or any of its employees or agents have breached this Agreement. The Receiving Party shall further indemnify the Disclosing Party against all claims, liabilities, damages, losses, and costs of whatsoever kind or nature, including attorney's fees and court costs, arising out of or resulting from the Receiving Party's breach or the Disclosing Party's enforcement of this Agreement.
8. This Agreement contains the sole and entire Agreement between the parties relating to the subject hereof, and any representation, promise, or condition not contained herein, or any amendment hereto, shall not be binding on either party unless set forth in a subsequent written agreement by both parties.
9. This Agreement shall be governed by the laws of the State of South Dakota without regard to conflicts of law principles or rules.
10. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
11. For purposes of executing this Agreement, a facsimile signature shall be deemed as effective as an actual signature.

SUBJECT PROPERTY: MacArthur Square – Mixed Use Investment (5000 S. MacArthur Lane, Sioux Falls, SD)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives.

Receiving Party

Signature

Its: _____