

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of 2021-08-08, by and between Highpoint Media Corp. ("Highpoint Party") and Meridian Insurance Group Inc. ("Meridian Party").

### SECTION 1. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by either party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

### SECTION 2. OBLIGATIONS

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care; (b) not disclose Confidential Information to any third party without prior written consent; and (c) use Confidential Information solely for the purpose of evaluating a potential business relationship.

### SECTION 3. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully known before receipt from the disclosing party; (c) is rightfully received from a third party without restriction; or (d) is required to be disclosed by law or court order.

### SECTION 4. RETURN OF INFORMATION

Upon request, each party shall promptly return or destroy all Confidential Information of the other party, including all copies and derivatives thereof.

### SECTION 5. TERM

Section 5.1. This Agreement shall remain in effect for 3 years from the date first written above.

Section 5.2. No Automatic Renewal. This Agreement shall expire at the end of the initial term and shall not automatically renew. Any extension requires a written amendment.

### SECTION 6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any conflict of law principles.

### SECTION 7. REMEDIES

Each party acknowledges that breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief may be sought without bond or other security.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 2021-08-08.

Highpoint Media Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Meridian Insurance Group Inc.

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

Name: \_\_\_\_\_

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