

NONDISCLOSURE AGREEMENT

Heritage Riverside, LP, and/or an affiliate thereof (collectively "Riverside") and _____ ("Recipient") wish to explore the possibility of a business transaction of mutual interest. In connection with this possibility, both parties recognize that there is a need for each party to disclose confidential and proprietary information to the other party. As an express condition of such disclosure, both parties have made and entered into this Nondisclosure Agreement (the "Agreement"), effective as of the ____ day of _____, 2019 ("Effective Date"), and agree as follows:

1. **Confidential Information**: This Agreement will apply to all Confidential Information (hereinafter defined) disclosed by Riverside to Recipient. As used in this Agreement, Confidential Information means all information provided by Riverside to Recipient including, without limitation, Riverside's trade secrets, technical data or specifications, design information, financial information, pricing, surveys, environmental reports, engineering reports, business plans and technical and/or business requirements, and materials or information orally or visually disclosed by Riverside to Recipient.

2. **Obligation of Confidentiality**. Recipient agrees: (i) to hold Riverside's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Confidential Information except to evaluate internally its relationship with Riverside, (iv) not to copy or reverse engineer any such Confidential Information, and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Confidential Information to such of Recipient's employees, consultants and agents (collectively "Recipient's Representative") that Recipient reasonably and in good faith believes should be involved in the evaluation or performance of the proposed relationship, provided such Recipient's Representative is informed of this Agreement and agrees in writing to be bound by the terms hereof, and Recipient uses reasonable efforts to cause Recipient's Representative to observe the terms of this Agreement. Recipient agrees that a breach of this Agreement by a Recipient Representative shall constitute a breach by Recipient. Neither this Agreement nor any disclosure of Confidential Information grants Recipient any license under any patents, copyrights or other intellectual property rights.

3. **Exceptions**. The term "Confidential Information" shall not be deemed to include information which: (a) is now, or hereafter becomes publicly known or available through lawful means; (b) is rightfully in Recipient's possession, as evidenced by Recipient's records, or is part of Recipient's general knowledge prior to exploring the possibility of a business transaction of mutual interest; (c) is disclosed to Recipient without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction); (d) is independently developed by Recipient without any breach of this Agreement; or (e) is the subject of written permission to disclose by Riverside. If Confidential Information is required to be produced by court order or government authority, Recipient must immediately notify Riverside of that obligation. Riverside may then move the ordering court or authority for a protective order or other appropriate relief and Recipient agrees to reasonably cooperate with Riverside in connection with such requested protective order or other relief.

4. **Disclaimers**. Riverside will not be liable for any damages arising out of use of the Confidential Information. Disclosure of Confidential Information containing business plans is for planning purposes only. Riverside may change or cancel its plans at any time. Therefore, use of such Confidential Information is at Recipient's own risk.

5. **Injunctive Relief**. Both parties acknowledge and agree that Riverside and/or its third party vendors own all rights, title and interest in the Confidential Information. Both parties further acknowledge and agree that the unauthorized disclosure of the Confidential Information will cause irreparable harm to Riverside. As a result of the unique nature of the Confidential Information, in addition to all other remedies available, the disclosing party shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce Recipient's obligations hereunder.

6. **Not a Purchase Contract**. Nothing contained in this Agreement shall be construed to obligate in any way either party to purchase or sell any goods or services or enter into any transaction whatsoever.

7. **Assignment**. Recipient may not assign its rights or delegate its duties or obligations under this Agreement without Riverside's prior written consent. Any attempt to do so is void.

8. **Term; Period of Confidence.** This Agreement is effective as of the Effective Date and shall terminate on the second anniversary of the Effective Date. Recipient's duty to protect the Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

9. **Modification.** Except as modified by a written agreement signed by Riverside and Recipient, the terms and conditions of this Agreement remain in full force and effect.

10. **Choice of Law.** This Agreement will be governed by Laws of the State of Texas.

11. **Entire Agreement.** The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further they agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to this subject, superseding all proposals or other prior agreements, oral or written, and all prior communications between the parties relating to this subject.

12. **Confidentiality.** Recipient agrees not to advertise, or otherwise make known to others, any information regarding this Agreement or the proposed relationship except as may be required by law or otherwise agreed in writing by the parties.

13. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts and delivered by facsimile, and such facsimile counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged.

14. **Notice.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of Recipient as listed below.

RIVERSIDE:

HERITAGE RIVERSIDE, LP,
a Texas limited partnership

By: Hillwood Alliance Management, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Alliance GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

Notice Address: 9800 Hillwood Parkway, Suite 300, Fort Worth, Texas 76177, Attn: Associate General Counsel

RECIPIENT:

By: _____

Name: _____

Print Name: _____

Title: _____

Notice Address: _____