



**Meritus Essential Asset Fund, LLC  
Non-Disclosure Agreement**

The undersigned, \_\_\_\_\_, and related entities, affiliates and subsidiaries (as “Potential Investor”), hereby commits to comply with the provisions of this non-disclosure agreement (“Agreement”), in favor of the Meritus Essential Asset Fund, LLC (the “Fund”) (collectively, the “Parties”) as follows:

The Parties hereby agree to maintain as confidential any information (“Confidential Information”) that either Party receives from the other Party with respect to the Parties’ potential transaction involving any potential investment in the Fund (the “Transaction”).

1. The foregoing shall not apply to any Confidential Information that (a) is or becomes publicly available without a breach of this Agreement; (b) is disclosed by a third person or entity that is not required to maintain its confidentiality (c) has been independently created by the receiving Party or (d) is approved for release by the disclosing Party in writing.
2. Either Party may disclose the Confidential Information on a need-to-know basis to its own employees and to its consultants involved with, and for the sole purpose of, the Transaction; provided that such Party shall take appropriate action with such employees and consultants to satisfy its obligations under this Agreement, and shall be responsible for any violation of this Agreement by such employees or consultants.
3. If either Party becomes legally obligated, or receives a subpoena or other legal demand, to disclose any Confidential Information, then such Party shall immediately notify the other Party in writing of such requirement, shall cooperate with the other Party in seeking an appropriate remedy and shall use its reasonable efforts to protect the confidential and proprietary status of any disclosed Confidential Information.
4. The Parties hereby acknowledge that the confidentiality obligations contained hereunder shall survive even if the Transaction is not consummated and shall remain in effect for a period of two years after the date hereof. The Parties further understand that their violation of this Agreement will result in civil and/or criminal liability derived from the inappropriate or unauthorized use of the Confidential Information.
5. The Confidential Information shall remain the property of the disclosing Party. If the Parties do not proceed with any Transaction hereunder, then each receiving Party will, upon the written request of the disclosing Party, destroy or deliver to the latter the electronic or physical supports containing Confidential Information, without retaining any copy thereof (other than documents or information retained pursuant to an automated electronic archiving or backup system (“Electronic Backup”), and will promptly destroy any other written material derived from the Confidential Information (other than documents or information retained pursuant to an Electronic Backup). Upon written request, such destruction will be confirmed in writing. Notwithstanding the foregoing, the Parties may retain, to the extent required by law or recordkeeping regulations, all routinely prepared memos or similar internal analyses, computations, studies or reports based on the Confidential Information, but any such information retained pursuant to this sentence or pursuant to Electronic Backup must be kept confidential pursuant to the terms hereof. Each Party hereto hereby agrees that, without the other party’s prior written consent, such party will not share the Confidential Information with any other person (except as permitted by the terms hereof) regardless of whether such person may be party to a confidentiality agreement with such party.
6. This Agreement may only be modified in writing by the Parties hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles. The Parties waive (i) any right to a jury trial and any right to consolidation with a cause of action involving a jury trial and (ii) any right or claim to consequential, punitive, indirect or incidental damages. Each Party shall use reasonable best efforts to mitigate or reduce any possible damages.



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Signed on \_\_\_\_\_, 2020.

Potential Investor

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

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

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

Meritus Essential Asset Fund, LLC, by Meritus Fund Manager, LLC, its Managing Member

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

Name: Erik Hugus

Title: Member