

NON-DISCLOSURE AGREEMENT

On _____, 2023, I, _____ (“Recipient”), whose address is _____, am entering into this Non-Disclosure Agreement (“Agreement”), with the Cape Fox Corporation (“CFC”), an Alaska Native Corporation.

WHEREAS I am a Shareholder of CFC, and I am requesting to review various business records for the *limited* following purpose(s) as stated in my request(s) dated _____, 2023: _____

WHEREAS Company Information is a valuable asset of the corporation, not available to the public, and I agree *that CFC should protect this asset from unauthorized use and dissemination, including other shareholders unless CFC has specifically approved that distribution/dissemination or any other form of communication.*

THEREFORE, I agree as follows:

1. **Non-Disclosure of the Company Information.** I agree to hold CFC’s Company Information in strict confidence, and not to use, copy, disclose, transmit, reproduce, quote, or summarize such Company Information for any reason except as authorized by CFC.

2. **Injunctive Relief.** I understand and acknowledge that CFC has a legitimate interest in preventing the dissemination or misuse of its Company Information. If anyone tries to compel me to disclose any of CFC’s Company Information, by subpoena or otherwise, I will immediately notify CFC so that it may take any actions it deems necessary to protect its interests. I understand that the disclosure or use of the Company Information in violation of this Agreement could cause irreparable harm to CFC for which monetary damages may be difficult to ascertain or be an inadequate remedy. The Recipient therefore agrees that CFC will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement. CFC may seek damages not limited to \$5,000 (Five Thousand Dollars) per violation of this Agreement.

3. **Unauthorized uses of the Company Information.** I agree that I will not use (or knowingly allow others to use) the Company Information to: 1) solicit money or property, or disseminate Company Information; (2) for any commercial purpose; (3) the Company Information may not be sold or purchased by any person and may not be disclosed to any person without that person or person signing a Confidentiality Agreement binding them to the same terms as set forth herein; and (4) use for any purpose(s) other than described by me above and on the accompanying Information Request Form.

4. **Return of Company Information.** The Recipient will return or destroy the Company Information upon the earlier of (i) use by the Recipient for the lawful purpose; or (ii) the CFC’s written request. If the Recipient elects to destroy the Company Information, it will notify CFC, in writing, of such destruction and the date that the destruction took place.

5. **Governing Law; Survival; Waiver.** This Agreement shall in all respects be governed by the laws of the State of Alaska. Any legal proceeding will be brought in the State of Alaska, Third Judicial District. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. The failure of either party to insist upon or enforce strict performance by the other of any provision of this Agreement or to exercise any right, remedy or provision of this Agreement will not be interpreted or construed as a waiver.

Requester

Cape Fox Corporation

By: _____

By: _____

Name: _____

Christopher Luchtefeld, Executive Director