

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**"), dated as of [_____, 2024] ("**Effective Date**"), is between ZOOLOGICAL SUBDISTRICT OF THE METROPOLITAN ZOOLOGICAL PARK AND MUSEUM DISTRICT, with an address of One Government Drive, St Louis, Missouri 63110, ("**Zoo**"), and [_____] a [_____] [_____] located at [_____] ("**Recipient**").

1. In connection with solicitation of bids and/or proposals by the Zoo as to Destination Discovery Art II RFP 2024 (the "**Purpose**"), Zoo may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for preparing its bid and response to Zoo's solicitation for bids and/or proposals, and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, officers, directors, attorneys and accountants (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Zoo of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with Zoo to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Recipient or its Representatives.

2. "**Confidential Information**" means all non-public, proprietary or confidential information concerning the project to which Zoo's solicitation for bids and/or proposals relates, including, without limitation, architectural work, architectural and engineering drawings, models, plans, specifications, renderings, prints and exhibits and regardless of whether in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Zoo's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

3. If Recipient or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Zoo of such requirements so that Zoo may seek a protective order or other remedy, and Recipient shall reasonably assist Zoo therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use best efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Zoo's request, Recipient shall, at Zoo's option, either return to Zoo or destroy all Confidential Information in its and its Representatives' possession

other than Notes, and destroy all Notes, and certify in writing to Zoo the destruction of such Confidential Information.

5. Zoo has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Zoo provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Zoo will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Zoo retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

7. The rights and obligations of the parties under this Agreement expire three (3) years after the Effective Date; provided that with respect to Confidential Information that, in the sole opinion of Zoo is otherwise protected from disclosure pursuant to Missouri's Sunshine Law (RSMo 610.010, *et seq.*, as amended), such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its protection other than due to an act or omission of Recipient or its Representatives.

8. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Zoo for which money damages would be an inadequate remedy and that, in addition to remedies at law, Zoo is entitled to equitable relief as a remedy for any such breach.

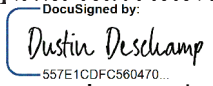
9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Missouri, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Circuit Court for the City of St. Louis, Missouri, or such other venue as may be reasonably designated by the Zoo. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

11. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[_____]
By: _____
Name: _____
Title: _____

ZOOLOGICAL SUBDISTRICT OF THE METROPOLITAN ZOOLOGICAL PARK AND MUSEUM DISTRICT
By:  _____
Name: Dustin Deschamp
Title: vice president, Internal Relations