

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is entered into by and between **Heartland Business Systems, LLC**, a Wisconsin limited liability company (“Heartland”) with offices located at 1700 Stephen Street, Little Chute, WI 54140 and _____ (person), representing **Sauk County**, a county (“Company”) with offices located at 510 Broadway Street, Baraboo, WI 53913.

Recitals

- i. The parties wish to discuss a potential business transaction (the “Opportunity”).
- ii. In connection with the discussions related to the Opportunity, certain confidential information of one party (“Discloser”) may be disclosed to the other party (“Recipient”).
- iii. This Agreement establishes the terms by which the parties may disclose or receive confidential information.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. “Confidential Information” shall mean:
 - a. the terms of this Agreement and any other agreement between the parties.
 - b. all information that is or has been furnished to Recipient by Discloser or that Recipient may discover or otherwise have access to, whether before or after the execution of this Agreement, relating to Discloser, including without limitation any information or communication about Discloser’s business, business plans, sales pricing, marketing plans, promotional and product strategies, customer lists, customer information, operations information, employee information including compensation and agreements, technical information, vendor lists, financial information including, without limitation, financial statements, projections, budgets and spending plans, business records, models, test results, pro formas, and renderings.



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- c. all information that is marked or designated as “Confidential,” or that under the circumstances surrounding disclosure, should reasonably be understood by Recipient to be confidential information of Discloser.
2. Exclusions. Confidential Information shall not include information of Discloser that:
- a. was in the public domain at the time it was disclosed.
 - b. enters the public domain other than by breach of this Agreement by Recipient.
 - c. is known to Recipient at the time of its disclosure to Recipient by Discloser.
 - d. is disclosed to Recipient by a third party who has the right to do so.
 - e. is developed by Recipient independently of any disclosure by Discloser hereunder.
 - f. is disclosed by Recipient when required by law, in accordance with the requirements of Section 10 below.
3. Restrictions on Use. Recipient shall use the Confidential Information solely in connection with analysis and discussions concerning the Opportunity with Discloser, or as otherwise directed in writing by Discloser. Recipient shall not use for Recipient’s own benefit, publish, or otherwise disclose to others, or permit others to use, any Confidential Information of Discloser.
4. Restrictions on Disclosure. Recipient shall keep the Confidential Information strictly confidential by using the same degree of care that it uses to protect the confidentiality of its own confidential information, but not less than reasonable care. Recipient shall take, and shall cause its employees, agents and third-party contractors to take, commercially reasonable steps to avoid inadvertent disclosure of Confidential Information in Recipient’s possession.
5. Access to Confidential Information. Recipient shall limit access to the Confidential Information to its employees, agents and third-party contractors who have a need to know such Confidential Information in connection with the Opportunity, and who shall be obligated to hold in confidence all such Confidential Information.
6. Ownership of Confidential Information. Any Confidential Information disclosed by Discloser to Recipient shall at all times remain the property of Discloser. No right or license in the Confidential Information is granted under this Agreement.
7. Copies of Confidential Information. Recipient shall not copy or reproduce the Confidential Information without Discloser’s prior approval.



8. Return of Confidential Information. Upon written request of Discloser, Recipient shall promptly (a) return to Discloser all Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon; or (b) destroy all Confidential Information in Recipient's possession or control and provide a written certification of destruction to Discloser.

9. Equitable Remedies. Monetary damages may not be a sufficient remedy for any breach of this Agreement. Accordingly, Discloser shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or threatened breach. This remedy shall not be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available. Each party waives any requirement for security or posting of a bond.

10. Compelled Disclosures. If Recipient receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Recipient shall promptly notify Discloser and tender the defense to Discloser. Unless the demand has been timely limited or quashed, Recipient shall be entitled to comply with such demand to the extent required by law.

11. No Use of Names. Neither party may use the name or logo of the other party or any of its affiliates, or any abbreviation or adaptation thereof, in any advertising, trade display, or published statement or press release, or for any other purpose, without the prior written consent of the other party. The fact that the parties are engaged in discussions concerning the Opportunity, and the terms of those discussions, shall be deemed Confidential Information and may not be disclosed by either party for any purpose. Neither party shall make any disparaging or untrue written or oral statements, by direct verbiage or reasonable, logical inference therefrom, to any third party, about or relating to the other party.

12. Non-Solicitation of Employees. During the period that this Agreement is in effect and for a period of two (2) years after the date of termination of this Agreement (the "Restricted Period"), without obtaining the prior written consent of Heartland, Company will not solicit for employment or employ any individual currently serving as a director, officer or employee of Heartland. However, the use of general advertisements or employment postings made available to the general public shall not constitute a solicitation, and shall not violate this section.

13. Non-Solicitation of Clients. During the Restricted Period, Company will not solicit, contact, or offer products or services competitive with those offered by Heartland, to any clients of Heartland who were clients during the preceding twelve (12) months or as of the date of termination of this Agreement. Further, during the Restricted Period, Company will not solicit or induce, or attempt to solicit or induce, any existing or actively sought potential client of Heartland to terminate or reduce



the extent of its relationship with Heartland, or otherwise use any Confidential Information of Heartland to the detriment of any such relationship of Heartland.

14. Non-Interference. During the Restricted Period, Company will not solicit or induce, or attempt to solicit or induce, any existing vendor, supplier or independent contractor of Heartland to terminate or reduce the extent of its relationship with Heartland.

15. Term. This Agreement shall terminate upon the first to occur of (a) termination of discussions between the parties concerning the Opportunity, or if a business arrangement is entered into, upon termination of the business arrangement, or (b) delivery of written notice of termination by either party to the other party. Following termination, Recipient's obligations with respect to Discloser's Confidential Information shall continue in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret under applicable law, for as long as such information and materials remain a trade secret, or (ii) in the case of any other information or materials, for a term of two (2) years from the date of disclosure.

16. No Commitment. Nothing in this Agreement requires either party to develop or disclose any information or materials, including any Confidential Information, or to purchase or recommend any product or service of the other party. This Agreement does not prevent either party from pursuing discussions with third parties or require either party to continue discussions with the other party, nor will either party otherwise be required to take any action with respect to the Opportunity.

17. No Warranty. Discloser makes no express or implied representations or warranties as to the accuracy or completeness of any Confidential Information, and all Confidential Information is provided to Recipient on an "as is" basis. Discloser shall have no liability to Recipient relating to the use of any Confidential Information or for any errors or omissions therein.

18. Cloud Services. Company agrees and acknowledges that in order to provide a high level of service, Heartland may store Company's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Company agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Heartland, and that Heartland shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information.

19. Dispute Resolution. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. If any dispute arises out of this Agreement, the



parties shall promptly notify one another in writing of the dispute and any alleged breach of this Agreement. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days of the meeting. Disputes that are not resolved by a meeting of the representatives shall be submitted with the consent of both parties to a mediation process. If mediation is mutually acceptable, the parties will, within twenty (20) days of agreeing to mediate, select a mediator for the purposes of resolving the dispute. Any matter not resolved by the designated representatives or by the mutually agreed upon mediation process shall be resolved by binding arbitration before a single arbitrator in Outagamie County, Wisconsin, or such other place as agreed to by the parties. Arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association then in effect, and judgment on the arbitration award may be entered in any court having jurisdiction. Either party may submit any dispute to arbitration hereunder within thirty (30) days after the end of the negotiation period referenced above or an unsuccessful mediation. The parties shall select the arbitrator within thirty (30) days thereafter and shall instruct the arbitrator to render a determination of the matter within thirty (30) days after the date of submission to arbitration. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if, in the judgment of that party, such action is necessary to avoid irreparable damage. Despite the initiation of any such judicial proceedings, the parties will continue to participate in good faith in the procedures specified in this section. The arbitrator's fee shall be shared equally between the parties. The arbitrator may award reasonable attorneys' fees and expenses to the prevailing party, including fees and expenses incurred in the arbitration or in any litigation concerning the dispute. In the absence of such an award, attorneys' fees and expenses shall be paid by the party engaging such attorney or incurring such expenses.

20. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter herein, and no modification of this Agreement or waiver of any term shall be binding unless approved in writing by both parties.

21. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in effect.

22. Counterparts and Signatures. This Agreement may be signed in counterparts. Photocopied and facsimile signatures on this Agreement shall have the same effect as original signatures for all purposes.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Heartland Business Systems, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

Sauk County

By: _____

Print Name: _____

Print Title: _____

Date: _____