

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made on \_\_\_\_\_ (“Effective Date”) by and between Robinson Bros. Constr., Inc., (“Disclosing Party”) with offices at 6150 NE 137<sup>th</sup> Avenue, Vancouver, WA 98682 and \_\_\_\_\_ (“Receiving Party”) with offices at \_\_\_\_\_. Disclosing Party and Receiving Party may be referred to singularly as “Party” or collectively as “Parties”.

### Background

- A. Disclosing Party and Receiving Party intend to engage in discussions concerning a potential business transaction (the “Proposed Transaction”).
- B. In connection with these discussions, the Parties may disclose to each other, orally, in writing, by inspection or otherwise, Confidential Information (defined below) with respect to their respective businesses and methods of operation.
- C. The Parties desire to formally set forth their understanding and agreement with respect to the treatment to be accorded to the Confidential Information and have done so in the provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

- 1. For purposes of this Agreement, the term “Confidential Information” is defined to mean (i) any knowledge, data, statistics, business plans, records, trade secrets, business secrets, operational methods, pricing proposals, customer lists, concepts, ideas, policies and/or other information or data, whether specifically identified as “confidential” disclosed by a Party, its officers, employees, contractors, agents, consultants, or representatives (collectively, “Representatives”) or a Party's affiliate, or Representatives thereof, to the other Party, its affiliates, Representatives or affiliates' Representatives, which is not otherwise available to the public or a Party's competitors, and; (ii) analyses, compilations, forecasts, studies or other materials prepared by the Receiving Party (defined below) or its Representatives containing, based on or reflecting any confidential non-public information furnished by the Disclosing Party (defined below). The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by a Party or its Representatives, (ii) becomes available to a Party on a non-confidential basis from a source other than the other Party or any of its Representatives, provided such source is not known by the Receiving Party to be in breach of a confidentiality agreement with or other obligation of secrecy to the Disclosing Party or a third party, or (iii) is developed by or for Receiving Party independently of Confidential Information.
- 2. The Parties acknowledge that Confidential Information is proprietary to, and a valuable asset of, the Party to whom the information pertains (the “Disclosing Party”) and that any disclosure or unauthorized use thereof in violation of this Agreement will cause irreparable

harm and loss to the Disclosing Party.

3. The Party to whom the Disclosing Party discloses Confidential Information (the “Receiving Party”) shall retain any Confidential Information in strictest confidence and treat it with at least the same degree of care it uses in protecting its own confidential information and shall not use, exploit or disclose or permit the use, exploitation or disclosure of any Confidential Information obtained from the Disclosing Party, except to persons or entities directly involved in the Proposed Transaction and then, only to the extent necessary in connection with the Proposed Transaction, or as otherwise required by law (“Legal Exception”). The Receiving Party(s) shall be responsible for, and hereby covenants that it will inform any of its Representatives to whom Confidential Information is disclosed of the existence of this Agreement and of its provisions, and that the Confidential Information has been shared with the Receiving Party in strict confidence. The Receiving Party(s) also covenants to take all measures to ensure that its Representatives keep any Confidential Information strictly confidential and not use or exploit any of the information in any manner without the written consent of the Disclosing Party.
4. The Receiving Party(s) covenants and agrees that, for a period of **three (3) years** from the date of disclosure, it shall not, either directly or indirectly, publish or disclose any Confidential Information subject to this Agreement or use such Confidential Information for the benefit of itself, another party or any third parties without the prior written consent of the Disclosing Party. In the event that a Receiving Party(s) terminates discussions with respect to the Proposed Transaction for any reason, said Receiving Party(s) shall immediately thereafter, either destroy or deliver to the Disclosing Party, without retaining copies thereof, any and all Confidential Information obtained in connection with the Proposed Transaction; provided that counsel to a Receiving Party may, if requested by such Receiving Party, retain one copy of any documents, memoranda, notes or other writings prepared by such Receiving Party or its Representatives, in whole or in part, based on the Confidential Information (and such Receiving Party shall notify the Disclosing Party of its retention of any such materials); and provided, further, that any such materials so retained shall be held subject to the terms of this Agreement.
5. All Confidential Information obtained prior to the execution of this Agreement shall also be subject to the terms of this Agreement.
6. Each Receiving Party hereby assumes responsibility for all damages resulting from any breach of this Agreement by any of its Representatives. Each Receiving Party hereby acknowledges that it is aware, and that it will advise its Representatives who are informed as to the matters that are the subject of this Agreement, that the United States securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. In addition, except (i) with the prior written consent of the other party hereto or (ii) as required or permitted under the Legal Exception, each party hereto will not, and will direct its Representatives not to, disclose to any person either (A) the existence of this Agreement or that the Confidential Information has been made

available to it, or (B) in the event that the parties hereto engage in discussion or negotiations with each other or their Representatives, the fact that discussions or negotiations are taking place concerning a possible transaction between the Parties or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

7. The Parties acknowledge that a breach of the terms, covenants or conditions contained in this Agreement by either Party will cause irreparable damage to the other for which a remedy at law would not be adequate. In the event of such breach or threatened breach, the non-breaching Party shall be entitled to seek appropriate injunctive relief in any court of competent jurisdiction, restraining the breaching Party and its Representatives from any such threatened or actual violation of the provisions of this Agreement. This provision does not limit a non-breaching Party's rights to seek monetary damages in addition to the injunctive relief mentioned above. However, no Party shall be liable for indirect, incidental or consequential, or punitive damages, including but not limited to, any claim for lost profits, of any nature or kind resulting from or arising in connection with this Agreement.
8. In the event that a Party or any Party's Representatives is requested or required to disclose any Confidential Information subject to this Agreement in a legal or regulatory proceeding, such Party shall provide the other Party with prompt written notice of any such request or requirements in order to provide all Parties an opportunity to seek a protective order or other appropriate remedy. The Parties agree to cooperate with each other, and their respective counsel, in any Party's efforts to prevent such disclosure of the Confidential Information.
9. No Party, by execution of this Agreement, is committed to the consummation of the Proposed Transaction until such time as a definitive agreement is reached by and between the Parties.
10. Subject to the restrictions on the use and disclosure of Confidential Information in this Agreement, neither the discussions between the Parties with respect to the Proposed Transaction nor the disclosure of Confidential Information shall be construed as requiring any Party to refrain from engaging in any business the same as or similar to the business in which the other is now engaged.
11. Any Party may terminate this Agreement and the discussion regarding the Proposed Transaction at any time, and for any reason, by sending written notice of its intent to do so to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive, with respect to Confidential Information disclosed prior to such termination.
12. In consideration of being furnished the Confidential Information and in view of the fact that the Confidential Information consists of confidential and non-public information, each Party agrees that, for a **two (2) year** period commencing on the date hereof, it and its affiliates (as defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended) shall not directly or indirectly without prior written consent of the Board of Directors of the other Party (i) in any manner acquire, agree to acquire or make any proposal to acquire any securities or a substantial portion of property of such other Party or any of its subsidiaries, (ii) make, or in any way participate,

directly or indirectly, in any “solicitation” of “proxies” (as such terms are used in the proxy rules of the Securities and Exchange Commission) to vote, or seek to advise or influence any person with respect to the voting of, any voting securities of such other Party or any of its subsidiaries, (iii) form, join or in any way participate in a “group” (within the meaning of Section 13( d)(3) of the Securities Exchange Act of 1934, as amended) with respect to any voting securities of such other Party or any of its subsidiaries, (iv) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of such other party, (v) disclose any intention, plan or arrangement inconsistent with the foregoing, or (vi) advise, assist or encourage any other persons in connection with any of the foregoing. Notwithstanding the foregoing, nothing contained in this Agreement shall prevent one Party hereto from acquiring, or offering to acquire, any securities of the other Party (the “Other Party”) at any time after the announcement of commencement of a tender or exchange offer by an unrelated third party that has not been approved by the Board of Directors of the Other Party, which, if consummated, would give such third party ownership or control of 20% or more of the Other Party's outstanding voting securities. Each Party also agrees, for the period set forth in the first sentence of this paragraph, not to (a) make any public request to the other Party or any of its Representatives, directly or indirectly, that it be released from any provision of this paragraph (including this sentence) or (b) take any action which might require such other Party to make a public announcement regarding the possibility of a Proposed Transaction.

13. For a period of **one (1) year** following the date hereof, without the prior written consent of Receiving Party, Disclosing Party will not, directly or indirectly, (a) solicit to hire or hire (or cause or seek to cause to leave the employ of Receiving Party): (i) any executive employed by Receiving Party or its subsidiaries; or (ii) any other employee of Receiving Party or its subsidiaries with whom Disclosing Party has had contact or who (or whose performance) became known to Disclosing Party in connection with the process contemplated by this Agreement; provided, however, that the foregoing provision will not prevent Disclosing Party from hiring any such person who contacts Disclosing Party on his or her own initiative without any direct or indirect solicitation by or encouragement from Disclosing Party or who has not been employed by Receiving Party or its subsidiaries during the preceding six months; provided, further, this section shall not prohibit any of Disclosing Party 's employees who do not have knowledge of this Agreement from hiring or soliciting on Disclosing Party 's behalf, in the ordinary course of his or her duties, any employee of Receiving Party or any subsidiary of Receiving Party or prohibit Disclosing Party from hiring any employee of Receiving Party or any subsidiary of Receiving Party if such employee answers an advertisement for employment with Disclosing Party in any newspaper of general circulation or trade publication.

For a period of **one (1) year** following the date hereof, without the prior written consent of Disclosing Party, Receiving Party will not, directly or indirectly, (a) solicit to hire or hire (or cause or seek to cause to leave the employ of Disclosing Party): (i) any executive employed by Disclosing Party or its subsidiaries; or (ii) any other employee of Disclosing Party or its subsidiaries with whom Receiving Party has had contact or who (or whose performance) became known to Receiving Party in connection with the process contemplated by this Agreement; provided, however, that the foregoing provision will not prevent Receiving Party from hiring any such person who contacts Receiving Party on his or her own initiative without any direct or indirect solicitation by or encouragement from

Receiving Party or who has not been employed by Disclosing Party or its subsidiaries during the preceding six months; provided, further, this section shall not prohibit any of Receiving Party's employees who have not had access to the Confidential Information from hiring or soliciting on Receiving Party's behalf, in the ordinary course of his or her duties, any employee of Disclosing Party or any subsidiary of Disclosing Party or prohibit Receiving Party's or its affiliates from hiring any employee of Disclosing Party or any subsidiary of Disclosing Party such employee answers an advertisement for employment with Receiving Party or its affiliates in any newspaper of general circulation or trade publication.

14. This Agreement shall be governed by the laws, but not the rules relating to the choice of law, of the State of Oregon.
15. This Agreement and all of its terms and provisions shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, as may be permitted.
16. The invalidity or non-enforceability of any term or provision contained in this Agreement shall not void or impair the Agreement's remaining provisions, which shall remain in full force and effect as if no such invalid or unenforceable provisions existed.
17. Confidential Information is provided on an "As-Is" basis, with no warranty of any nature whether oral or written, statutory, express or implied.
18. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or in any intellectual property rights related thereto.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the Effective Date first shown above.

**Disclosing Party:**

**Receiving Party:**

**Robinson Bros. Constr., Inc.**

\_\_\_\_\_

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_