

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement"), is effective the \_\_\_\_ day of \_\_\_\_\_, 2024 ("**Effective Date**"), by and between Centene Corporation, on behalf of itself and its affiliated entities, with an address of 7700 Forsyth Blvd, St Louis MO 63105, Attn: VP of Real Estate and Facilities (the "**Disclosing Party**") and \_\_\_\_\_, with an address of \_\_\_\_\_ (the "**Receiving Party**").

WHEREAS, Disclosing Party possesses certain Confidential Information (as defined herein) and desires to disclose such Confidential Information to the Receiving Party to allow the parties to work together on a potential sale to Receiving Party of Disclosing Party's real property located at 137 - 187 Carondelet Plaza, Clayton, MO 63105 (the "**Relationship**");

WHEREAS, the parties desire that the following terms and conditions shall apply when the Disclosing Party discloses Confidential Information to Receiving Party.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and promises hereafter, the parties agree as follows:

1. Definition. For the purposes of this Agreement, the term "**Confidential Information**" shall mean information, whether in written, oral or other form, relating to Disclosing Party and/or its affiliates that they consider to be of a confidential or proprietary nature, including but not limited to information relating to construction, leasing conditions, financial conditions, budgets, financial projections, operations, business proposals, management or marketing strategies, disclosed by the employees or representatives of the Disclosing Party to employees or representatives of Receiving Party, except that "Confidential Information" shall not include: (i) any information which at the time of disclosure or thereafter is generally available to and known by the public, other than as a result of disclosure in violation of the obligations under this Agreement; (ii) was available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party; provided, however, that such source did not obtain the Confidential Information by means of any breach of any obligation to the Disclosing Party; or (iii) is already known to the Receiving Party at the time of disclosure or which the Receiving Party independently developed without using Confidential Information or breaching any obligation to the Disclosing Party.

2. Disclosure of Confidential Information. The parties agree that the Receiving Party shall: (i) hold Confidential Information provided to it in confidence and not disclose Confidential Information provided to it to any other person, except to such Receiving Party's accountants, agents, attorneys, officers, directors, members, managers and employees ("**Representatives**") who need to know the Confidential Information for reasons related to or necessitated by the Relationship, or as otherwise agreed to in writing by the Disclosing Party or provided herein; and (ii) safeguard and protect such Confidential Information from disclosure to third parties by the exercise of the same degree of care that the Receiving Party employs with respect to preserving and safeguarding its own confidential information, but in no event less than a reasonable degree of care.

3. Use of Confidential Information. The parties agree that as a condition of obtaining Confidential Information from the Disclosing Party, the Receiving Party shall use the Confidential Information solely in connection with the Relationship. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information

by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure. The parties agree that if the Receiving Party receives a request to disclose any Confidential Information through oral questions, interrogatories, requests for information, subpoena, civil investigative demand or other similar process, the Receiving Party shall promptly provide written notice to the Disclosing Party describing the Confidential Information that is the subject of such request and the circumstances of the request, so that the Disclosing Party may seek an appropriate protective order. The Receiving Party agrees that it shall not oppose and shall cooperate with the Disclosing Party with respect to any such request for a protective order or other relief. If the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally compelled to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information without liability.

5. Return of Confidential Information. Upon written request of the Disclosing Party, the Receiving Party shall promptly either (i) return and deliver to Disclosing Party, or (ii) in the event return and delivery is not reasonably feasible, destroy and certify in writing as to such destruction, all material containing the Confidential Information and all copies thereof in the Receiving Party's possession, including but not limited to all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, in whatever form of storage or retrieval. The return, delivery or destruction of such written material shall not relieve the Receiving Party of its obligation of confidentiality under this Agreement.

6. Compliance by Representatives. Receiving Party shall cause each of its respective Representatives, and those of all of its affiliated entities, successors and assigns, to comply with the terms of this Agreement as such terms apply to the parties themselves, and the Receiving Party shall be responsible for any breach of any obligation set forth in this Agreement which is caused by one of its Representatives.

7. Enforcement of Agreement. Each party recognizes that monetary damages would not be a sufficient remedy for the breach of this Agreement and that the parties are entitled to equitable relief as a remedy for a breach of this Agreement, as well as all costs and expenses incurred by such party in enforcing this Agreement, including reasonable attorneys' fees. Such equitable relief is in addition to all other remedies available in law or at equity. Each party shall notify the other party immediately upon discovery of any material unauthorized use or disclosure of Confidential Information of the other, or any other breach of this Agreement, and will cooperate with the other in every reasonable way to help the other regain possession of Confidential Information and prevent its further unauthorized use.

8. Duration. The obligations hereunder shall commence as of the Effective Date hereof and shall expire five (5) years after the Effective Date, unless a definitive agreement is executed with respect to the Relationship ("***Definitive Agreement***"), in which case the Agreement shall expire five (5) years after expiration of the Definitive Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to limit or waive the protection available to the Disclosing Party with respect to Confidential Information which it identifies as trade secret.

9. Binding Effect of Agreement. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Relationship by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to the Relationship at any time. However, if such contracts are

entered into between the parties, then it is intended that this Agreement shall apply to disclosures of Confidential Information pursuant to such contracts to the extent not specifically superseded therein by specific reference to this Agreement. This Agreement does not create a joint venture or partnership between the parties. This Agreement shall not be construed to contain any representation or warranty as to the accuracy or completeness of the Confidential Information by the Disclosing Party.

10. Confidentiality of this Agreement. Except as otherwise required by law, the Receiving Party shall treat this Agreement and the fact that the parties are interacting with respect to the Relationship as the Confidential Information of the Disclosing Party.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any judicial proceeding arising out of this Agreement may be brought in any court of competent jurisdiction located in St Louis County, Missouri, or in a federal court located in Missouri, and the Parties accept the nonexclusive jurisdiction of such courts and waive any objection they may now or hereafter have as to the venue of such proceeding brought in such court or that such court is an inconvenient forum.

12. Notice. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, or mailed by certified mail, return receipt requested, postage prepaid, or in the form of a facsimile (receipt confirmation requested) in each case, to the address of the other party (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or by facsimile, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the next business day following dispatch and (c) in the case of mailing, on the third business day following such mailing.

13. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The matters set forth in this Agreement may not be amended or waived except by a separate writing expressly amending or waiving this Agreement and signed by the parties. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver by such party or a waiver by such party of any subsequent breach of either the same or any other provision of this Agreement. Every provision of this Agreement is intended to be severable. If any term or provision thereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of such term or provision, or the remainder of this Agreement. The parties acknowledge and agree that in the event any term or provision herein is determined to be unenforceable as written, but could be enforced if limited, then such provision shall be enforced to the fullest extent permitted by law. This Agreement represents the entire agreement between the parties with respect to disclosure, protection, and use of Confidential Information. All previous oral or written communications, representations, or agreements are superseded by this Agreement. This Agreement is binding on the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date, and hereby warrant that the persons whose signatures appear below have the authority to enter into this Agreement on behalf of their respective parties.

**DISCLOSING PARTY:  
CENTENE CORPORATION**

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

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

**RECEIVING PARTY:**

\_\_\_\_\_

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

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