

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“**Agreement**”) is agreed to by Dickinson Fire Department (“**Receiving Party**”) in favor of Med Ops Staffing, LLC (“**Disclosing Party**”).

### RECITALS

- A. The parties are considering entering into a business transaction whereby the Disclosing Party would provide the Receiving Party with temporary Paramedic and EMT staffing services (the “**Potential Transaction**”).
- B. In connection with the Potential Transaction, Disclosing Party may disclose confidential information to Receiving Party.
- C. Disclosing Party is requiring Receiving Party to sign and deliver this Agreement before disclosing any confidential information to Receiving Party.

### AGREEMENT

#### SECTION 1 DEFINITIONS

“**Confidential Information**” means all information that Disclosing Party discloses to Receiving Party, including but not limited to business models, pricing, fees, costs, personnel names and information, and other financial and technical information.

“**Representatives**” means directors, officers, managers, employees, subcontractors, agents, consultants, advisors, and other authorized representatives.

#### SECTION 2 OBLIGATIONS OF RECEIVING PARTY

##### 2.1 Use Restrictions and Nondisclosure Obligations.

- (a) Receiving Party will not use Confidential Information for any purpose without Disclosing Party’s specific prior written authorization, except Receiving Party may use Confidential Information to consider and complete the Potential Transaction.
- (b) Receiving Party will not disclose Confidential Information to any person without Disclosing Party’s specific prior written authorization, except Receiving Party may disclose Confidential Information:
  - (1) on a need-to-know basis, to Representatives of Receiving Party who are informed by Receiving Party of the confidential nature of the Confidential Information and the obligations of Receiving Party under this Agreement; or
  - (2) in accordance with a judicial or other governmental order or open records laws of the State of North Dakota, but only if Receiving Party promptly notifies Disclosing Party of the order and complies with any applicable protective or similar order.
- (c) Receiving Party will use commercially reasonable efforts to cause Receiving Party’s Representatives to comply with the provisions of this Section 2.

**2.2 Notification and Assistance Obligations.** Receiving Party will:

- (a) promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement; and
- (b) assist Disclosing Party in every reasonable way to retrieve any Confidential Information that was used or disclosed by Receiving Party or a Representative of Receiving Party without Disclosing Party's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

**2.3 Return of Confidential Information.** Upon Disclosing Party's request, Receiving Party will promptly return to Disclosing Party all materials furnished by Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of Receiving Party.

**SECTION 3 NO TRANSFER**

This Agreement does not transfer any ownership rights to any Confidential Information.

**SECTION 4 NO REPRESENTATIONS OR WARRANTIES**

Disclosing Party makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of Confidential Information.

**SECTION 5 EQUITABLE RELIEF**

Receiving Party acknowledges that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, Disclosing Party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

**SECTION 6 GENERAL**

**6.1 No Agency Relationship.** This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

**6.2 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

**6.3 Amendment.** This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

**6.4 Notices.** All notices or other communications required or permitted by this Agreement:

- (a) must be in writing;
- (b) must be delivered to the parties at the addresses set forth below, or any other address that a party may designate by notice to the other party; and
- (c) are considered delivered:

- (1) upon actual receipt if delivered personally, electronically, or by a nationally recognized overnight delivery service; or
- (2) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

To Receiving Party:

Dickinson Fire Department  
25 2nd Ave W  
Dickinson, ND 58601

Email: [Jeremy.presnell@dickinsongov.com](mailto:Jeremy.presnell@dickinsongov.com)  
Attn: Jeremy Presnell, Fire Chief

To Disclosing Party:

Med Ops Staffing, LLC  
1309 Coffeen Ave., Suite 17070  
Sheridan, WY 82801

Email: [kent@medopstaffing.com](mailto:kent@medopstaffing.com)  
Attn: Kent Shutt, CEO

- 6.5 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 6.6 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 6.7 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 6.8 No Third-Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.
- 6.9 Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 6.10 Governing Law.** This Agreement is governed by the laws of the State of North Dakota, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 6.11 Venue.** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Stark County, North Dakota. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Stark County, North Dakota.
- 6.12 Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

Dated effective: 7/31/25

**Receiving Party:**

Dickinson Fire Department

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

Signature: \_\_\_\_\_

Its: \_\_\_\_\_