

Memorandum of Understanding

This AGREEMENT in the form of a Memorandum of Understanding (“MOU”) is entered into as of the date last written below (“Effective Date”) between AppHarvest, a Benefit Corporation (“AppHarvest”), and Breathitt County High School, a Kentucky public school (“BCHS”), in connection with AppHarvest’s intent to partner with the BCBS to develop education and community programs in the region. In this Agreement, AppHarvest and BCBS are collectively referred to as the “Parties.”

It is the intent of the Parties to work together to provide students and community members with an interdisciplinary AgTech experience.

Whereas, Breathitt County High School is an educational institution committed to providing the youth with educational opportunities, and AppHarvest is planning a significant investment in the food ecosystem of Eastern Kentucky; and both institutions desire to have an even greater impact on the educational opportunities in Eastern Kentucky and Central Appalachia; and food systems and education are two essential components of healthy and sustainable lifestyles, and a cooperative effort between the educational community and the food community has been shown to be an effective means of improving health outcomes and attracting business investment; and the leadership of both institutions desire a closer relationship of cooperation to the benefit of the people in the region;

Now therefore; Breathitt County High School and AppHarvest agree to the cooperative items in this document and will do everything in our power to bring them to pass according to the following terms and conditions:

- 1. RESPONSIBILITIES OF THE PARTIES:** The Parties intend by this Agreement to enter into a cooperation under which:

Rowan County Senior High School and AppHarvest jointly agree:

- a. To cooperate on the development of the High School AgTech Program.
- b. To work collaboratively to identify a talented pool of applicants for the AgTech Program.
- c. To adopt the AgTech Curriculum (six-unit series of course materials).

- d. To utilize provided training materials (e.g., curriculum, online training) and to cooperate on professional development opportunities that enhance the skills and dispositions of our employees and program participants.
- e. To develop outreach and promotional opportunities to highlight the collaboration between AppHarvest and BCHS.
- f. To host programs to share the AgTech program with community members, as mutually agreed upon.
- g. To host or provide access to a Container Farm; if located on campus, to provide a suitable site and annual electric and water utilities.
- h. To utilize the Container Farm to grow produce to be utilized by the school and community.
- i. To partner with the AppHarvest staff to ensure effective operations of the Container Farm.

2. CONFIDENTIAL INFORMATION

During the course of evaluating this cooperation, it is assumed that both Parties shall be provided information of a “confidential” nature. For purposes of this AGREEMENT, “Confidential Information” shall mean information disclosed between the Parties or their authorized representatives that relates to plans, designs, costs, prices, suppliers, finances, marketing plans, business opportunities, site selection or location, research, development, know-how, or personnel, or any other disclosed information that disclosing Party labels “Confidential” or otherwise notifies the receiving Party in writing that the information is confidential.

3. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Notwithstanding any of the foregoing, the term “Confidential Information” shall not include any information:

- a. that, at the time of disclosure or thereafter, is generally available to the public (other than as a result of a disclosure directly or indirectly by receiving Party in violation of the terms hereof);
- b. that is or becomes available to receiving Party on a non-confidential basis from a source other than disclosing Party, provided that such source was not prohibited from disclosing such information to receiving Party by a legal, contractual, or fiduciary obligation owed to disclosing Party;
- c. that is already in possession of receiving Party (other than information furnished by or on behalf of disclosing Party); or

- d. that is independently developed by receiving Party without violation of such receiving Party's obligations hereunder.

4. **NON-DISCLOSURE**

- a. The Confidential Information shall be used solely for the purposes of evaluating this cooperation, and shall not be used in any way, directly or indirectly, that is detrimental to disclosing Party.
- b. The Confidential Information shall be kept strictly confidential and shall not be disclosed by receiving Party, except:
 - i. as required by applicable law, regulation, or legal process; or
 - ii. that receiving Party may disclose the Confidential Information or portions thereof to those of its representatives who need to know such information for purposes of evaluating the Project, provided that such representatives are informed of the confidential and proprietary nature of the Confidential Information and agree to keep such information strictly confidential.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

AppHarvest

By: Jonathan Webb

Title: Chief Executive Officer

Date: _____

Breathitt County High School

By: Charles Davidson

Title: Principal

Date: _____

Breathitt County Schools

By: Phillip Watts

Title: Superintendent

Date: _____