

MUTUAL CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into as of the date signed below between _____ (“Company”) and **Charlton Bleecker Group LLC**, a Florida LLC, (“Advisory”) with offices at 401 E Las Olas Boulevard, Suite 130-216, Fort Lauderdale FL 33301.

W I T N E S S E T H:

WHEREAS, the parties will exchange certain confidential, proprietary and/or non-public information of the disclosing party in connection with discussions concerning a potential professional services arrangement (the “Arrangement”); and

WHEREAS, the parties are each willing to provide such confidential, proprietary and non-public information on the terms and conditions set forth herein for the sole and limited purpose of facilitating discussions regarding the potential Arrangement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following words shall have the following meanings:
 - (a) **“Confidential Information”** shall mean any and all information, whether in oral, written, digital or electronic form, concerning the business of a party which has been or is disclosed or divulged by or on behalf of a party, regardless of the method of such disclosure and regardless of whether the information is designated as confidential, (i) pursuant to this Agreement; and (ii) shall include, without limitation, the existence, nature, substance, content and terms of this Agreement and any potential Arrangement, financial information and data, business plans, supplier lists, customer lists, client lists, product lists, product designs, development plans and new product ideas, marketing strategies and plans, sales strategies and plans, pricing information, intellectual property, trade secrets, and any and all copyrights, trademarks, tradenames or patents pending or held. Confidential Information shall not include any information that is: (i) rightfully known by a party prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by a party without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.
 - (b) **“Advisory”** means Charlton Bleecker Group LLC, its Affiliates and their respective members, partners, members, officers, employees, advisors, and agents.
 - (c) **“Company”** means _____, its Affiliates and their respective members, partners, members, officers, employees and agents.
 - (d) **“Affiliates”** shall mean with respect to any party, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such party.

- (e) **“Control”** means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled by,” “Controlled,” “under common Control with” and “Controlling” shall have correlative meanings.

2. **Term.** This Agreement shall be effective as of the date hereof and shall continue until the earlier of: (a) the execution of a definitive agreement regarding the Arrangement containing confidentiality provisions; (b) one (1) year from the date of this Agreement; or (c) written notice of termination from the other party.

3. **Non-Disclosure and Non-Use.** The parties each acknowledge that Confidential Information is, and that each will treat Confidential Information as, confidential, proprietary, and non-public. The parties shall maintain the secrecy of Confidential Information, and except as expressly permitted by this Agreement or as requested by disclosing party or as required by law, rule or regulation will not: (a) disclose, divulge, discuss, disseminate, or otherwise communicate any Information to any person, corporation, partnership, limited liability company, association or other entity; (b) use Confidential Information in its operations in any manner or for any purpose; (c) use or disclose Confidential Information in whole or in part or in any way for any other purpose whatsoever other than in connection with the proposed Arrangement.

4. **Additional Obligations of the Parties.** Each party shall promptly provide Confidential Information reasonably requested by the other in connection with the potential Arrangement, and with respect to such Confidential Information, the other party shall:

- (a) limit access to Confidential Information to those directors, officers, partners, employees, attorneys, accountants and advisors (the “Representatives”) who are directly involved in the Arrangement;

- (b) use and disclose Confidential Information strictly and solely with respect to the potential Arrangement;

- (c) disclose Confidential Information to its Representatives only as is reasonably necessary to effectuate the potential Arrangement and advise its Representatives of the confidential nature of Confidential Information; *provided* each party shall be liable for the breach of this Agreement by such party’s Representatives;

- (d) shall, to the extent permitted by law, notify the other immediately upon receipt of, and prior to compliance with, a court order, subpoena or other legal process purporting to require disclosure of any Information, so the divulging party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The receiving party agrees to extend reasonable cooperation to divulging party to that end, at divulging party’s expense. If such protective order or other remedy is not obtained, or if the divulging party waives compliance with the provisions of this Agreement, the receiving party will furnish, without liability hereunder, only that portion of Confidential Information which the receiving party is advised by opinion of counsel is legally required to be disclosed; and

- (e) exercise the same standard of care and degree of diligence in maintaining the confidentiality of Confidential Information as it exercises in protecting its own confidential, proprietary and non-public information from disclosure to unauthorized persons within and without the company, which shall not be less than reasonable care.

5. **Post-Termination Obligations.** In the event this Agreement is terminated, upon the written request of the other, each party shall: (i) promptly return or destroy all copies of Confidential Information, including any internal correspondence, notes or memoranda containing, discussing or embodying any Confidential Information; and (ii) provide a written acknowledgment of a knowledgeable officer that it has complied with this paragraph. Each party may retain Confidential Information to the extent required by applicable law, rule, regulation, or consistent with professional standards or guidelines to which a party conforms, provided that, any such retained information shall be maintained in confidence as provided in this Agreement. The terms of paragraphs 3 through 8 of this Agreement shall survive such termination for a period of two (2) years, except that neither party shall have any obligation to provide any Confidential Information to the other.

6. **Enforcement and Remedies.** Each party expressly agrees that: (a) Confidential Information provided by the other constitutes unique and valuable trade information, (b) the rights each of party to the confidentiality of Confidential Information provide by it is an important and valuable property right, (c) if a party violates its obligations under this Agreement, the aggrieved party will suffer irreparable harm and will not have any adequate remedy at law, and (d) in the event of such violation, the aggrieved party may seek injunctive and other equitable relief, including specific performance, in addition to other available remedies at law and that the other party will not oppose such relief; provided, that receiving party shall not be liable for any special, consequential, incidental or exemplary damages or loss.

7. **No Obligation to Proceed.** Nothing in this Agreement shall impose any obligation upon either party to enter into any negotiations or a definitive agreement with respect to an Arrangement.

8. **Miscellaneous.**

(a) **Waiver.** A party's waiver of any violation or failure to enforce any provision of this Agreement shall not constitute a waiver of its rights under this Agreement with respect to any other provision or any subsequent violation of this Agreement.

(b) **Binding on Successors.** This Agreement shall be binding upon the parties and their respective subsidiaries, affiliates, employees, agents, successors and assigns. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests, or in the event of a reorganization or restructuring.

(c) **Severability Clause.** If any one or more of the provisions of this Agreement shall for any reason be held or declared to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement.

(d) **Attorneys' Fees.** In the event either party commences any legal action or proceeding to enforce or interpret the terms of this Agreement, or to collect damages as the result of an alleged breach hereof, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and all costs incurred by the prevailing party in such action or proceeding.

(e) **Notices.** Every notice, request or demand permitted or required to be given under this Agreement

shall be in writing and executed by the person giving such notice, shall be sufficiently given if delivered personally or sent by certified mail, return receipt requested, or by reputable overnight courier to the addresses set forth above, or to such other address as a party shall designate by notice pursuant to this paragraph, and shall be effective upon the earlier of actual receipt or (i) if sent by mail, five (5) days after mailing, and (ii) if sent by overnight courier, one (1) day after delivery to the courier.

(f) **Amendment.** This Agreement may not be amended except in a writing executed by the parties.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimiles or other forms of electronic transmission of signatures will be deemed to be originals.

(h) **Governing Law.** This Agreement shall be governed by the law of the State of Florida, without giving effect to any choice of law or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the State of Florida. Any action or proceeding to interpret or enforce this Agreement shall be commenced in any federal or state court of competent jurisdiction in Florida. Each party irrevocably submits to the exclusive jurisdiction of any court of the State of Florida or the United States District Court for the Southern District of the State of Florida for the purpose of any suit, action, or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby.

(i) **Entire Agreement.** This Agreement contains the sole and entire agreement between the parties with respect to the subject matter hereof and may not be changed or terminated orally.

IN WITNESS WHEREOF, the parties have caused a duly authorized officer to execute this Agreement on the day and year first above written.

Charlton Bleecker Group LLC

[_____]

By: _____
Name: G. Todd Silva
Title: Founder & CEO

By (sign): _____
Name (print): _____
Title: _____