

Confidentiality Agreement

This Confidentiality Agreement ("Agreement"), dated as of _____ ("Effective Date"), is between _____, located at _____ ("Disclosing Party"), and Pursuant Capital, located at 5115 W. Grace Street, Tampa, FL 33607 ("Recipient").

1. In connection with a potential business sale and acquisition ("Purpose"), Disclosing Party may disclose Confidential Information (as defined below) to Recipient. Recipient shall use the Confidential Information solely for the Purpose and, subject to **Section 4**, shall not disclose Confidential Information other than to its affiliates and its or their employees, officers, directors, shareholders, partners, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants and financial advisors (collectively, "Representatives"). Recipient shall protect Confidential Information from unauthorized use or disclosure using a reasonable degree of care.

2. "Confidential Information" means all non-public proprietary and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within three (3) days thereafter, is summarized in writing and confirmed as confidential; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' material breach of this Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that, to Recipient's knowledge, was not contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives without using any Confidential Information.

3. Except as required by applicable law, neither party shall disclose, other than to its Representatives with a need to know for the Purpose that: (a) the parties are in discussions regarding the Purpose or any terms, conditions or arrangements being discussed; or (b) Confidential Information has been disclosed.

4. If Recipient is required by applicable law or legal process to disclose any Confidential Information, Recipient shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

5. On Disclosing Party's written request, Recipient shall, at its discretion, promptly return to Disclosing Party or destroy all Confidential Information; provided, however, that Recipient may retain copies of Confidential Information: (a) that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof or (b) as required by applicable law or Recipient's document retention policies. Recipient may retain a copy of any document prepared for its Representatives regarding the Purpose. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

6. Disclosing Party acknowledges that Recipient may develop or receive from third parties information that is the same as or similar to the Confidential Information, and agrees that nothing in this Agreement restricts or prohibits Recipient (by itself or through a third party) from developing, receiving or disclosing such information, or any products, services, concepts, ideas, systems or techniques that are similar to or compete with the products, services, concepts, ideas, systems or techniques contemplated by or embodied in the Confidential Information, provided that Recipient does not breach any of its obligations under this Agreement in connection therewith.

7. Nothing in this Agreement will limit or restrict Recipient's right to use information in intangible form (including, without limitation, ideas, concepts, know-how or techniques) that is retained in the memory of Recipient's Representatives.

8. The rights and obligations of the parties under this Agreement expire one (1) year after the Effective Date.

9. Recipient acknowledges and agrees that any breach of this Agreement may cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

10. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding relating to this Agreement must be instituted in the federal or state courts located in Tampa, Hillsborough County, Florida. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

11. All notices must be in writing and addressed to the relevant party at its address set forth in the preamble (or to such other address such party specifies in accordance with this **Section 11**). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.

12. This Agreement constitutes the entire agreement of the parties with respect its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PURSUANT CAPITAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____