

Non-Disclosure and Confidentiality Agreement

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2017, between the undersigned company (the "**Company**") and the undersigned investor (including its employees, agents, subsidiaries and affiliated companies, collectively "**Investor**").

The Company is considering a possible business transaction, and is interested in engaging with Investor to discuss such transaction. Investor is conducting or will undertake certain investigations and analyses regarding the potential transaction with the Company. In the course of Investor's investigation of the Company, the Company will make available to Investor, and Investor may obtain on its own, certain information relating to the Company that may be non-public, confidential or proprietary in nature. The release of this non-public, confidential or proprietary information would cause serious damage to the Company.

In consideration of the Company furnishing investigatory information to Investor and allowing Investor to conduct its own investigations relating to the Company, it is agreed, effective as of the date of this Agreement, and intending to be legally bound, that:

1. Definition of Confidential Information. All information provided to Investor by the Company or obtained by Investor in its investigations of the Company, together with the content of any and all discussions, information, negotiations and correspondence relating to any potential purchase or development of the Company, whether written or oral, and any information independently obtained or prepared by Investor or any Representative (as defined below) in connection with the Company, along with the fact that the Company may be considering a sale, will be considered confidential and is collectively referred to in this Agreement as the "**Confidential Information**." For the purposes of clarification, "Confidential Information" also includes all information disclosed to Investor regarding the Company and its owners and managers.

2. Use of Confidential Information. Except as expressly provided below or with the Company's prior written consent, Investor agrees (a) that it will hold all Confidential Information in confidence, (b) that it will not disclose any Confidential Information to any third party, other than its directors, officers, employees, affiliates, agents, consultants, or representatives who have a need to know such information in connection with the evaluation of the potential purchase of the Company (collectively, the "**Representatives**"), and (c) that it will not use or permit its Representatives to use any such Confidential Information for purposes other than for the evaluation of the potential purchase of the Company. Investor agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement and will take reasonable measures to safeguard the confidentiality of the Confidential Information. The term "Investor" as used in this Agreement includes its Representatives.

3. Non-Disclosure. As a condition of this Agreement it is agreed that unless the Company gives its express prior consent, Investor will not disclose to any person, entity, agency or public body any Confidential Information or any information that is contained in or could be inferred from the Confidential Information.

4. Governmental Orders and Requests. In the event that Investor is required by law to disclose any of the Confidential Information, Investor shall, prior to making any such disclosure, provide the Company with adequate prior written notice and upon receipt of such notice the Company may seek a protective order or other appropriate remedy. Investor shall cooperate with the Company in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information.

5. Exclusions from Confidentiality. It is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of Investor or its Representatives; (b) is released by the Company to anyone without restriction; or (c) was known to Investor prior to its disclosure without any obligation to keep it confidential as evidenced by tangible records kept by Investor in the ordinary course of business.

6. Accuracy of Confidential Information. By executing this Agreement, the Company makes no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Investor.

7. Waiver. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless agreed to in writing by each party.

8. Remedies. Investor acknowledges and agrees a breach or threatened breach of this Agreement by Investor or any of its Representatives will cause irreparable harm to the Company for which money damages will be inadequate, and that the Company shall be entitled to seek equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

9. No License or Ownership. Investor expressly agrees that all Confidential Information disclosed to it by the Company shall remain the exclusive property of the Company. Nothing contained in this Agreement shall be construed as granting to or conferring on Investor any rights by license or otherwise in any Confidential Information disclosed to Investor by the Company.

10. Enforcement Costs. If either party incurs any costs in connection with the enforcement of any provisions of this Agreement, the prevailing party shall be entitled to reimbursement for such costs, including reasonable attorney's fees.

11. Assignment. This Agreement shall not be assigned by Investor without the prior written consent of the other party. The Company may assign this Agreement without obtaining Investor's consent. This Agreement shall be binding upon and inure to the benefit of the Company and Investor and their respective successors and assigns.

12. Term. Investor's obligations under this Agreement shall continue until the Confidential Information becomes generally available to the public other than through wrongful disclosure by Investor or a third party.

13. Counterparts. This Agreement may be executed simultaneously in any number of counterparts and may be executed by facsimile or electronically in PDF format. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

14. Agreement. The parties signing below acknowledge that they have the authority to execute this Agreement and are authorized to bind the respective principals, companies, associates and employees and, by signing below, agree to be bound by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality Agreement as of the date first above set forth.

INVESTOR:

By: _____

Name: _____

Title: _____

Investor Address and Contact Info:

COMPANY:

By: _____

Name: _____

Title: _____