Confidentiality, Non-Disclosure, Non-Circumvention Agreement

This Confidentiality Agreement ("**Agreement**"), dated as of ________________ ____, 2024 ("**Effective Date**"), is between _____ ("**Searcher**") and ______________________________ ("**Investor**"). Searcher and Investor are each referred to herein as a "**party**" and are collectively referred to herein as the "**parties**".

1. In connection with a potential business and co-investment relationship ("**Purpose**"), either party ("**Disclosing Party**") may disclose Confidential Information (as defined below) to the other party ("**Recipient**"). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose such Confidential Information other than to its employees, agents, owners and professional advisors (collectively, "**Representatives**") who: (a) need access to such Confidential Information for the Purpose; (b) are informed of its confidential nature; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient and its Representatives shall safeguard the Confidential Information from unauthorized use, access or disclosure using no less than a reasonable degree of care. Recipient will be responsible for any breach of this Agreement caused by its Representatives.

2. "**Confidential Information**" means all non-public proprietary or confidential information disclosed by Disclosing Party relating to the Purpose, in oral, visual, written, electronic or other tangible or intangible form, and all notes, analyses, summaries and other materials prepared by Recipient or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); 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' breach of this Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third-party that was not legally or 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. Confidential Information also includes (x) the fact that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed in connection therewith.

3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On Disclosing Party's request, Recipient shall, at Disclosing Party's discretion, promptly return to Disclosing Party or destroy all Confidential Information and Notes in its and its Representatives' possession, and, at Disclosing Party's request, certify in writing the destruction thereof; provided, however, that Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

5. This Agreement imposes no obligation on either party to disclose any Confidential Information or to negotiate for, enter into or otherwise pursue the Purpose. Disclosing Party makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, and will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information.

7. Investor hereby agrees that Investor and its Representatives will not, directly or indirectly, contact, solicit, negotiate with, deal with, enter into any business arrangements with or otherwise become involved with the Purpose for the purpose of avoiding the payment to Searcher of profits, fees, or otherwise, without the specific written approval of Searcher. Investor and its Representatives will not seek to by-pass, compete with, avoid or circumvent Searcher from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

8. The rights and obligations of the parties under this Agreement expire two (2) years after the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

9. Recipient acknowledges and agrees that any breach of this Agreement will 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 signature page hereof (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 hereto have executed this Agreement as of the Effective Date.

INVESTOR	**Searcher**
______________________________	
[Insert entity name, if applicable]	
By: ______________________________	By: __________
Name: ____________________________	Name: __________
Title: ____________________________	Title: Manager
Address: __________________________	
______________________________	
E-mail: ___________________________	