

## CONFIDENTIALITY AGREEMENT

This agreement ("Agreement") is between GoldRock LLC. of Clearwater, FL, ("GR") on behalf of itself and its client ("Company") and \_\_\_\_\_ ("Recipient"). It is understood, that Company has the right to fully enforce this Agreement, independent of GR.

1. Recipient desires to receive Confidential Information, as defined below, from GR and/or Company for the sole purpose of evaluating Recipient's interest in an investment in, or for acquisition of all or part of, Company.
2. For a period of (2) two years from the date hereof, Recipient will not divulge Confidential Information (including disclosure that the Company was considering an investment and/or selling all or a part of the business) to any third parties, except to those of its directors, officers, employees, investors, funding sources and advisors (collectively "Representatives") involved in evaluating a transaction, without first obtaining Company's written approval and only on a need to know basis in connection with Recipient's interest in Recipient's investment/acquisition investigation process. Recipient will direct its Representatives to adhere to the terms of this Agreement and acknowledges that it will be responsible for any breach of this Agreement by its Representatives.
3. For the purposes of this Agreement, confidential information ("Confidential Information") means all non-public, proprietary information concerning Company, including, but not limited to, its business, finances, and plans. Confidential Information does not include information which: (i) is already in the possession of the Recipient; (ii) is or becomes generally available to the public other than as a result of a disclosure by Recipient or Recipient's representative; (iii) becomes available to Recipient from a source other than Company provided that such source is not bound by any contractual, legal or fiduciary obligation of confidentiality to Company; or (iv) is independently developed by Recipient or its Representatives without use of Confidential Information.
4. Recipient acknowledges that any unauthorized use or disclosure of Confidential Information will constitute a material breach of this Agreement and could cause damage to the Company for which Recipient would be responsible. Recipient acknowledges the sensitivity implicit in the investment and/or acquisition process and recognizes its obligation to act in a most discrete manner.
5. Recipient will not engage in any direct or indirect communications with any Owner or Officer or other employee of Company regarding this opportunity, without the prior permission of GR. Recipient will not engage in any direct or indirect communications with any supplier or distributor or agent or customer of Company regarding this opportunity, without the prior permission of Company. Permission, as it pertains to this paragraph 5, shall not give Recipient the right to disclose to, or discuss with, any party information, facts, or details that are beyond the scope of that party's right to know.
6. Recipient will promptly return to Company or destroy, all Confidential Information, and destroy all notes and derivative documents at the time of any such request by the Company or GR to do so.
7. This Agreement constitutes the entire agreement of the parties on the subject matter and may not be changed except by written instrument, signed by the parties hereto and shall be governed by and construed in accordance with the laws of the State of Florida.
8. While not anticipated, if a dispute arises out of this Agreement or otherwise, it will be heard and determined in Florida or other mutually agreeable location by the American Arbitration Association under its then current Commercial Arbitration Rules and Practices. The decision of the arbitrator(s) shall be final and binding and any award may be entered in any court of competent jurisdiction.
9. Facsimiles of this executed document will be treated as original documents and are valid and binding on all parties.
10. The terms of this Agreement shall expire two (2) years from the later of the date hereof.

By:

By: Chris Stapleton  
Senior M&A Advisor

Date \_\_\_\_\_

Date \_\_\_\_\_