



This Non-Disclosure Agreement ("Agreement"), effective as of the date last entered below (the "Effective Date"), is entered into by and between Hidden Harbor Capital Partners Holdings, LLC (the "Recipient") and _____ (the "Company"), whereby the Company may provide access to Recipient of "Confidential Information" as discussed in Paragraph 1 below.

In connection with the consideration of a possible investment or financing transaction (the "Purpose"), the Recipient desires to receive certain information from the Company that is non-public, confidential, or proprietary in nature; and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

1. Confidential Information. "Confidential Information" means all non-public information of Company and its affiliates in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as "confidential," disclosed by Company on or after the date hereof, including the facts that the Parties are in discussions regarding the Transaction, that Confidential Information has been disclosed and any terms, conditions or arrangements discussed, 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 ("Recipient Materials"), but excluding any information that (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission, (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not known by Recipient to be legally or contractually restricted from disclosing such information, (c) was in Recipient's or its Representatives' possession prior to Company's disclosure hereunder or (d) was or is independently developed by Recipient or its Representatives without using any Confidential Information.

2. Recipient Obligations. The Recipient shall protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Recipient would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; not use the Confidential Information, or permit it to be accessed or used, for any purpose; not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who need to know the Confidential Information in relation to the Purpose and are informed of the obligations hereunder and agree to abide by the same.

3. Destruction of Confidential Information. If Company requests in writing at any time, Recipient will destroy all written Confidential Information, including material containing, reflecting or based on any information contained in the Confidential Information. Provided, however, Recipient will be entitled to keep Confidential Information with its legal counsel for standard document retention purposes or to comply with any legal or regulatory purposes.

4. Required Disclosure. Any Disclosure by the Recipient or its Representatives of any of the Company's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") shall be subject to the terms of this Section. Prior to making any such disclosure, the Recipient shall, to the extent legally permissible, make commercially reasonable efforts to provide the Company with:

(a) prompt written notice of such requirement so that the Company may, at its sole expense, seek a protective order or other remedy; and (b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose only that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires.

5. No Other Obligation. The Parties agree that this Agreement does not require or compel the Company to disclose any Confidential Information to the Recipient, or obligate any Party to enter into a business or contractual relationship. Further, nothing in this Agreement shall be binding upon, or restrict the activities of Recipient, or its investment professionals or affiliated investments that do not receive Confidential Information Hereunder. Recipient is a private equity investor in the business of underwriting, acquiring and managing businesses that are or may in the future be competitive with the Company in some way, and nothing in this Agreement shall preclude Recipient from continuing in its ordinary course of business.

6. Remedies. Recipient acknowledges that a breach by you of any of the provisions of this Agreement could cause irreparable harm to the Company for which it may not be adequately compensated with money damages. Accordingly, in the event of any such breach, Recipient agrees that the Company shall be entitled to seek temporary and permanent injunctive relief and specific performance of the provisions hereof without the necessity of proving actual damage or posting a bond or other security, which shall be in addition to any and all other legal and equitable remedies available. The Company acknowledges and agrees that in no event shall it be entitled to recover any special, punitive, and/or consequential damages related to any breach hereunder.

7. Non-Solicitation and Non-Circumvention. During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement, without the Company's prior written consent, the Recipient and its Representatives shall not contact or solicit an employee of the Company for the purpose of hiring them, solicit the business of any client, customer or licensee of the Company or outside of the ordinary course of business and/or unrelated to the Purpose, directly or indirectly contact or participate in communications with any disclosed companies, entities or persons (including each of their affiliates, parents or subsidiaries). Notwithstanding anything to the contrary herein, the Recipient and its Representatives shall not be restricted from communicating with or hiring any employee of Company who responds to a general solicitation for employment or other general recruiting method used in the ordinary course of business (including through the use of employment agencies or search firms) not directed towards the Company's employees. Further, Recipient shall not be restricted from hiring, employing or discussing employment with any such person who (i) contacts Recipient independently without solicitation by Recipient, or (ii) has been terminated by the Company.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire 12 months from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party.

9. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of Laws of any jurisdiction other than those of the



State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida. Each of the parties hereto hereby waives any right to a trial by jury in any claim, suit, proceeding or action arising under this Agreement and agrees that any such claim, suit, proceeding or action shall be tried before a judge and not before a jury.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 201__.

Hidden Harbor Capital Partners Holdings, LLC

Acknowledged and Agreed:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____