



Confidentiality Agreement

Company

Name

Company

Address

City, State Zip

Telephone

Facsimile

This confidentiality agreement (“Agreement”) acknowledges that Pine Tree Equity III, LP (“Pine Tree Equity”) has requested access to certain information, personnel and properties of the above named investment opportunity (“Company”), in connection with the business of the Company (“Transaction”). As a condition to Pine Tree Equity being furnished such information (hereinafter referred to as the “Evaluation Material” and further defined below), Pine Tree Equity agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or refrain from taking certain other actions herein set forth.

Evaluation Material shall include all information relating to the Company including but not limited to personnel and properties of the Company whether prepared by the Company, its investment advisors or otherwise, that is to be or has been furnished to Pine Tree Equity by or on behalf of the Company. In connection with the term Evaluation Material, each of the terms Pine Tree Equity and the Company shall include its officers, directors, members, managers, employees, partners, joint ventures, agents, legal counsel, accountants and financial or other advisors and with respect to Pine Tree Equity shall include current or prospective bank financing sources. Notwithstanding the foregoing, the term “Evaluation Material” does not include any information that (i) is already in our the possession of Pine Tree Equity, (ii) is independently developed by Pine Tree Equity, (iii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Pine Tree Equity or its representatives, or (iv) becomes available to Pine Tree Equity on a non-confidential basis from a source other than the Company or its representatives

As a condition to the Company furnishing the Evaluation Material, Pine Tree Equity agrees as follows:

- *Nondisclosure of Evaluation Material:* Except as required by law, the Evaluation Material will be kept confidential by Pine Tree Equity, will not be used by Pine Tree Equity in any way detrimental to the Company and will not be used other than in connection with Pine Tree Equity's evaluation of a possible Transaction; provided that any of such information may be disclosed to representatives who need to know such information for the purpose of evaluating any such possible transaction. Pine Tree Equity will inform its respective representatives of the confidential nature of the Evaluation Material and will direct them to treat the Evaluation Material confidentially. In the event that Pine Tree Equity or its representatives receive a request or become legally compelled to disclose all or a part of the information contained in the Evaluation Material, Pine Tree Equity agrees, to the extent permitted by law and practicable, to promptly notify the Company of the existence, terms and circumstances surrounding such a request, so that it may seek at its own cost an appropriate protective order and / or waive compliance with the provisions of the Agreement.
- *Treatment of Evaluation Material:* As soon as possible upon the Company's request, Pine Tree Equity will return all or will destroy all written Evaluation Material provided to the firm. Also, unless otherwise required by law or internal document retention policies, Pine Tree Equity will destroy all documents, memoranda, notes and other writings whatsoever prepared by Pine Tree Equity or its respective representatives based on the information in the Evaluation Material, and such destruction shall, upon request of the Company, be certified in writing to the Company by an authorized officer supervising such destruction.
- *Miscellaneous:* Money damages may not be a sufficient remedy alone for any violation of the terms hereof and, accordingly, the Company may be entitled to seek specific injunctive and performance relief as remedies for any such violation. These remedies will not be exclusive but will be in addition to all other remedies available to the Company at law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida and each party irrevocably consents to the jurisdiction of the federal and / or local courts located in Florida, in connection with this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.
- *Termination:* This Agreement and the confidentiality obligations contained herein will be in effect for two (2) years from the date of execution.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a duplicate of this Agreement to Pine Tree Equity.

Accepted and Agreed to by:

Company

Pine Tree Equity III, LP

By: _____
Name Date

By: _____
Name Date