

In connection with the consideration of a possible business opportunity, the parties hereto have the right to obtain certain non-public, proprietary information from and regarding each other. Unless another agreement is created that supersedes the following, all proprietary, intellectual property is protected with the following confidentiality. In consideration of, and as a condition to, each of the parties disclosing (the "Disclosing Party") such non-public, proprietary information (such information being herein referred to as "Confidential Information") and furnishing (whether communicated in writing or communicated orally) such information delivered to the party receiving the Confidential Information (the "Recipient") by the Disclosing Party or its affiliates, directors, officers, employees, advisors or agents (such affiliates and other persons being herein referred to collectively as "Disclosing Party's Representatives") the parties hereto hereby agree as follows:

1. The Confidential Information will be used solely for the purpose of evaluating the business opportunity, and such Confidential Information will be kept strictly confidential by the Recipient and its affiliates (including but not limited to entities which control, are controlled by, or are under common control with the Recipient), directors, officers, employees, advisors or agents, and the directors, officers, employees, advisors or agents of such affiliates (such affiliates and other persons being herein referred to collectively as "Recipient's Representatives"), except that the Confidential Information or portions thereof may be disclosed to those of Recipient's Representatives who need to know such information for the purpose of evaluating the Transaction (it being understood that prior to such disclosure, Recipient's Representatives shall be informed of the confidential nature of the Confidential Information and shall agree to maintain the confidentiality of such confidential information).
2. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is known by the public, (ii) is independently developed by the Recipient or Recipient's Representatives, or (iii) was or becomes available to Recipient on a non-confidential basis from a person not known to Recipient to be bound by a confidentiality agreement with the Disclosing Party. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, joint venture, partnership or individual.
3. In the event that Recipient is requested or required during the course of any criminal, civil or administrative legal proceeding investigation or inquiry, or pursuant to the rules of any exchange on which the securities of Recipient or any of Recipient's Representatives are traded (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information, Recipient will, if practicable, provide the Disclosing Party with prompt notice of such request or requests (unless prohibited by law or exchange rule from doing so), so that the Disclosing Party may seek an appropriate protective order or waive Recipient's compliance with the provisions of this Agreement. Compliance with the terms of the prior sentence shall relieve Recipient of any liability related to such disclosure.

4. Unless otherwise required by law or regulation, neither party hereto nor their Representatives will, without prior written consent, disclose to any person any of the terms, conditions or other facts with respect to the business opportunity, including the status thereof and the fact that the Confidential Information has been made available.
5. The parties hereto agree that neither party has granted to the other any license, copyright, or similar right with respect to any of the Confidential Information or any other information provided by a Disclosing Party to a Recipient.
6. If either party hereto determines that it does not wish to proceed with the business opportunity, at the request of the Disclosing Party, the Recipient will promptly deliver to the Disclosing Party (or destroy), all of the Confidential Information delivered to Recipient, will destroy any copies and summaries, and will retain no originals or copies of all of such documents.
7. Without prejudice to the rights and remedies otherwise available to either party hereto, either party hereto shall be entitled to seek equitable relief by way of injunction if such party or any of such party's representatives breach or threaten to breach any of the provisions of this Agreement.
8. The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules). The parties hereby submit to the jurisdiction of said courts and consent to the dismissal of any action to this Agreement that is brought in any other forum.
9. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter executed by the parties expressly so modifying or waiving such Agreement.
10. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement. The requirements of maintenance of confidentiality of Confidential Information shall survive the termination of this Agreement, the Transaction, and negotiations with respect thereto.