



Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (this "Agreement"), effective as of _____, _____ (the "Effective Date"), is entered into by and between _____, _____, having its principal place of business at _____, _____ and Boyne Capital Management, LLC, a Delaware limited liability company having its principal place of business at 2601 S. Bayshore Drive, Suite 1475, Miami, FL 33133 (together, the "Parties", and each, a "Party").

WHEREAS, in connection with _____ (the "Purpose"), the Parties desire to share certain information that is non-public, confidential or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

- Confidential Information. Except as set forth in Section 2 below, "Confidential Information" means all information disclosed before, on or after the Effective Date, by either Party (a "Disclosing Party") to the other Party (a "Recipient") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, financing sources, attorneys, accountants or advisors (collectively, "Representatives"), and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the "Notes") prepared by or for the Recipient or its Representatives to the extent containing, based on, or otherwise reflecting or are derived from, in whole or in part, any of the foregoing.
- Exclusions from Confidential Information. Except as required by applicable federal, state or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that: (a) is or becomes generally available to and known by the public other than as a result of any violation of this Agreement by the Recipient or any of its Representatives; (b) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party; (c) was known by or in the possession of the Recipient or its Representatives prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by the Recipient without use of any of the Disclosing Party's Confidential Information.
- Recipient Obligations. The Recipient shall: (a) protect and safeguard the confidentiality of all such 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; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose; (c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who (i) need to know the Confidential

Information to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under this Agreement, (ii) are informed by the Recipient of the confidential nature of the Confidential Information and directed by the Recipient to observe the terms of this Agreement applicable to Recipient's Representatives; and (d) be responsible for any breach of this Agreement by any of its Representatives.

4. Additional Confidentiality Obligations. Except as mutually agreed to in writing by the Parties, neither Party shall, nor permit any of its Representatives to, disclose to any person: (a) that the Confidential Information has been made available to it or its Representatives, or that it has inspected any portion of the Confidential Information; (b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or (c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

5. Required Disclosure. In the event that either Party or such Party's Representatives is requested or required (by law, oral questions, interrogatories, requests from information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, such Party shall, to the extent permitted by law, provide the other Party with prompt written notice (and, to the extent practicable, prior notice) of any such request or requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Disclosing Party will furnish only that portion of the Confidential Information which it is legally required furnish and will use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information that is disclosed.

6. Destruction of Confidential Information. At the Disclosing Party's written request, the Recipient and its Representatives shall promptly destroy all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, and confirm in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and confirm in writing to the Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, the Recipient and each of its Representatives may each retain one copy of any Confidential Information to the extent required to comply with legal or regulatory requirements or established document retention policies.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire two (2) years from the Effective Date.

8. No Representations or Warranties. Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Subject to the terms of a final, binding, written definitive agreement regarding the Purpose between the Parties, neither the Disclosing Party nor any of its Representatives shall be liable to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

9. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

10. No Other Obligation. The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

11. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach.

12. Governing Law, Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof, and each Party hereby irrevocably and unconditionally consent to submit to the exclusive of the courts of the State of Florida located within Miami-Dade County and of the United States of America located in the Southern District of Florida for any actions, suits or proceedings ("Actions") arising out of or relating to this agreement and waive any objection of the laying of venue of any Action in such courts.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile, portable document format (PDF) or other electronic format), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

16. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is for the sole benefit of the

parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Boyne Capital Management, LLC

By _____

Name: Derek A. McDowell

Title: Managing Partner

Name Of Party:

By _____

Name:

Title: