

# CONFIDENTIALITY & NON DISCLOSURE AGREEMENT

1. The undersigned understands and agrees that the information furnished to the undersigned by Conor Capital, LLC is highly sensitive and strictly confidential and shall be maintained by the undersigned with the utmost confidence. The undersigned understands that all such information is being furnished solely in connection with the consideration of conducting business with and/or providing assistance to Conor Capital, LLC. Copying all or part of the furnished documents without permission of Conor Capital, LLC is prohibited under this agreement. The undersigned agrees to take all necessary steps to ensure that such information obtained by it or any of its employees, officers, agents, attorneys, representatives or associates shall remain confidential and shall not be inconsistent with this Agreement without the prior explicit written consent signed by the party providing permission. The undersigned agrees that any release of confidential information constitutes a breach of a duty owed to Conor Capital, LLC.
2. Confidential Information. Shall mean any and all information, brokers, bank contacts, information and relationships, know-how and data, technical or non-technical, whether written, oral, graphic, pictorial, electronic, recorded or stored on computer disks, hard drives, magnetic tape or digital or any other medium, furnished by Conor Capital, LLC or on his behalf (including by or on the behalf of any its affiliates), to the undersigned, that is confidential and proprietary or is treated as such by Conor Capital, LLC, and shall include, without limitation: business and financial information, business plans and strategies, pricing information, trade secrets, legal information, software and intellectual property, and information, information systems and broker relationship, banking relationships; client information, concepts and information, research and technical information, business or operational policies, processes and procedures and information. Confidential Information shall expressly include any and all communications, contracts, agreements, addendums, emails, voicemails, notes or other information related to Conor Capital, LLC. Confidential Information shall not include information which:
  - (a) is lawfully received from any third party not under any obligation to keep such information confidential;
  - (b) is obligated or required to be produced or disclosed under applicable laws, including securities laws and exchange listing requirements, or
  - (c) is obligated or required to be produced or disclosed under order of a court of competent jurisdiction or a valid administrative, congressional or other order, subpoena, civil investigative demand or similar legal process; provided however, that upon issuance of any such order, subpoena, demand or other process, the undersigned shall promptly notify Conor Capital, LLC and shall provide Conor Capital, LLC with an opportunity (if then available) to contest, at their expense, the propriety of such order, subpoena, demand or other process (or to arrange for appropriate safeguards against any further disclosure by the court or administrative or other body seeking to compel disclosure of such Confidential Information).
3. Disclosure. The undersigned shall limit disclosure of the Confidential Information to its employees and then only to those employees who need to receive the Confidential Information to further their due diligence process or discussions of the Task and only upon carrying out sufficient precautions to maintain confidentiality including: obtaining appropriate commitments and enforceable confidentiality agreements from such employees, to prevent such employees from disclosing to others or using the Confidential Information except on a need to know basis for the Task or discussions of the Task. Task shall mean the specific work to be performed or undertaken by the undersigned for which information is being provided. The undersigned agrees that all Proprietary Information delivered by Conor Capital, LLC to the undersigned shall be and remain the property of Conor Capital, LLC, and the written Proprietary Information and any copies thereof shall be returned to Conor Capital, LLC upon written request, within five (5) business days.
4. Use. The undersigned or any of its employees, officers, agents, or attorneys will not use Confidential Information belonging to Conor Capital, LLC for any purpose whatsoever except as required for the discussions among the Parties. The undersigned agrees that all Information furnished by Conor Capital, LLC to the undersigned shall be held confidential and shall not be disclosed, discussed, shared, by the undersigned except among any employees, officers, agents, or attorneys of the undersigned.
5. Governing Law. This agreement shall be governed by the laws of the State of Florida, shall be binding on each Party, its respective officers, employees, agents, successors and assigns and shall be modified only in writing, signed by the Party against whom the enforcement is sought.

6. Breach. The undersigned acknowledges that any breach of this Agreement will cause material harm to Conor Capital, LLC and would constitute a material harm to Conor Capital, LLC. As a result, the undersigned agrees that Conor Capital, LLC would be entitled to damages, including attorney's fees and costs, related to such breach by the undersigned.