

CONFIDENTIALITY AGREEMENT

This Agreement ("Agreement") is made effective as of _____, 2021 by and between _____ and its affiliates (collectively, the "Party") and SellMyMSP (the "Company"), to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available by the Company to the Party or by the Party to the Company in connection with the potential transaction that Party is planning to engage in.

WHEREAS, the parties desire to assure the confidential status of the information which may be disclosed.

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, the parties hereto agree as follows:

1. Proprietary Information. Except as provided in paragraph 7, all information (oral, written or otherwise) disclosed, shall be deemed to be "Proprietary Information." The term "Proprietary Information" includes, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information (including potential acquisitions), proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by the Company, its affiliates or any of its third party suppliers or agents.

2. Reproduction. Proprietary Information received shall not be reproduced in any form except for internal use of the Party and its directors, officers, employees, agents, advisors, affiliates or representatives of such agents, advisors or prospective lenders (referred to collectively as "Representatives") engaged in the evaluation of a possible Transaction between the parties.

3. Nondisclosure.

- a. The parties shall use all reasonable efforts to protect the Proprietary Information received with the same degree of care used to protect its own Proprietary Information from unauthorized use or disclosure, except that such Proprietary Information may be used by or disclosed to its Representatives who need to know such Proprietary Information for the purpose of evaluating a possible Transaction.
- b. All discussions, negotiations, correspondence and documents in connection with this matter shall be confidential and considered "Proprietary Information." The parties agree that they will not disclose any Proprietary Information to any person (other than its Representatives who are involved in the evaluation of a possible Transaction) for a period of three (3) years from the effective date hereof. The parties shall inform their Representatives who have access to the Proprietary Information that all such matters are confidential and shall be responsible for any failure by them to honor such confidentiality obligation. Any press release about a proposed Transaction between the parties hereto will be made only in the form and manner approved by both of the parties and their respective counsel.

The parties agree that they shall not, without prior written consent, disclose to any person, other than its Representatives who are involved in the evaluation of a possible Transaction (i) the fact that the Proprietary Information has been provided or exchanged, (ii) the fact that any discussions or negotiations are taking place concerning a Transaction, or (iii) any of the

terms, conditions or other facts with respect to any contemplated Transaction, including the status thereof, unless and only to the extent that such disclosure (after making reasonable efforts to avoid such disclosure and after advising and consulting with the other party about the intention to make, and the proposed contents of, such disclosure) is, in the opinion of the counsel, required by applicable laws. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

4. Ownership of Information. All Proprietary Information provided by the Company, unless otherwise specified in writing, shall remain the property of the Company and, upon termination of this Agreement, shall be promptly returned to the Company upon request (including all whole or partial copies thereof and any written notes made regarding the Proprietary Information).

5. No Warranty. The Company agrees that it has endeavored to include in the Proprietary Information those materials that it believes to be reliable and relevant for the purpose of evaluation of the proposed Transaction, but the Party acknowledges that, except as otherwise agreed in writing, neither the Company nor its Representatives make any express or implied representations or warranties as to the accuracy or completeness of the Proprietary Information. The parties further agree that, except as otherwise agreed in writing, pursuant to the terms of a definitive written agreement between the parties, such persons shall have no liability resulting from any use of the Proprietary Information by the Party or its Representatives.

6. No License or Interest. No rights or obligations other than those expressly recited herein are to be implied. No license is hereby granted to Party or otherwise implied, by estoppel or otherwise, with respect to any property or right of the Company, presently existing or acquired in the future, or for any use of or interest in the Proprietary Information, except such use expressly contemplated by this Agreement. This Agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a subsequent definitive written agreement regarding a Transaction between the Company and the Party has been executed, (a) neither the Company nor the Party will be under any legal obligation of any kind whatsoever to negotiate or consummate a Transaction, and (b) the Company shall have the right to negotiate with one or more prospective parties at any time to enter into agreements with respect to a Transaction without prior notice to the Party or any other party.

7. Exclusions. It is understood that the term "Proprietary Information" does not include information which:

- a. is now or hereafter in the public domain through no fault of the Party;
- b. prior to disclosure hereunder, is property within the rightful possession of the Party;
- c. is lawfully received from a third party with no restriction on further disclosure; or
- d. is obligated to be produced under applicable law or order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order.

8. Remedies. Material and irreparable harm shall be presumed if the Party breaches any provision of this Agreement. The Party agrees that any court of competent jurisdiction may immediately

enjoin any breach of this Agreement upon the request of the Company (without the posting of any bond) which also shall be entitled to all other rights and remedies which the Company may have at law or in equity.

9. **Compelled Disclosure.** In the event the Party, any of its Representatives or anyone to whom it transmits the Proprietary Information is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Proprietary Information, status of negotiations, or content and/or substance thereof, it is agreed the Party shall give prompt written notice of such request(s) to the Company so that it may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that a waiver is granted hereunder by the Company, only that portion of the Proprietary Information or related information which, based on the advice of the Party's counsel, is legally compelled to be disclosed may then be disclosed. If such disclosure is made, the Party shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Proprietary Information so furnished.

10. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of provisions thereof.

11. **Severability.** If any item or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **Assignment.** This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. The Party shall not assign any of its rights or obligations hereunder without the prior written consent of the Company. Any attempted assignment by the Party in violation of this paragraph 13 shall be void. The Company may assign its rights and obligations hereunder to any successor in interest to the business of the Company, including the right to enforce all terms hereunder.

13. **Entire Agreement; Amendment; Waiver.** There are no understandings, agreements or representations, express or implied, not specified herein with respect to the subject matter hereof. This Agreement may not be amended except in writing executed by both parties. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.

14. **Termination.** This Agreement shall continue in full force and effect until terminated. This Agreement may be terminated at any time by either of the parties upon ten (10) days prior written notice to the other party. Termination of this Agreement shall not relieve either party of its obligations imposed by paragraphs 3, **Error! Reference source not found.**, 4, 8, 9, 10, and 14 above, with respect to Proprietary Information exchanged prior to the effective date of termination.

15. **Counterparts.** This Agreement may be executed in any number of multiple counterparts (including via facsimile transmission or e-mail with scan attachment), each of which shall be deemed an original and all of which together shall be deemed to be one and the same instruments.

IN WITNESS WHEREOF, this Agreement has been agreed to and executed as of the date first written above

SellMyMSP:

By: _____

Print Name: _____

Title: Partner

Date: 4/12/2021_____

The Party:

By: _____

Print Name: _____

Title: _____

Date: _____