

**CONFIDENTIALITY AGREEMENT
BILATERAL NON-DISCLOSURE/NON-CIRCUMVENTION**

This Agreement is made, by and between Togneri Capital Partners, LLC, d/b/a *Neri Capital Partners*, and/or its assigns, and _____, and/or his assigns. Hereinafter, both parties shall be referred to in this Agreement individually as a “Party” or collectively as “Parties”. It is expressly understood that this Agreement is not and shall not be construed as any form of a **“Letter of Intent”** or an **“Agreement in Principal”** or an agreement to enter into a proposed transaction of any kind. This Agreement is to evidence the Parties agreement to maintain the confidentiality of the information disclosed between the Parties, and shall not constitute any commitment or obligation on the part of either Party to enter into a specific contractual arrangement of any nature whatsoever.

The Parties will or already have had discussions and exchanged information, and may intend to continue having discussions and exchanging information, in connection with a possible transaction between them. All such discussions referred to the above hereafter will be called the “Discussions”. During and in connection with the Discussions, each Party may have need of information from the other Party that is regarded as **Confidential**. Accordingly, the Parties agree as follows:

1. **“Confidential Information.”** Use of the term “Confidential” in this Agreement is referring to information sent to for the purpose of evaluating an acquisition or an investment. Further, Confidential Information is defined as any information that is disclosed in connection with the Discussions and is furnished by a Party to the other Party in one or more of the following forms:
 - a. Written information, including offering documents, reports, assessments, drawings, documents related to patents, other intellectual properties or proprietary concepts, financial disclosures and projections, product and product cycle plans and any other written information or machine readable data;
 - b. Information, including demonstrations, which is furnished orally; and
 - c. Any item of hardware, including samples, devices and any other physical embodiments delivered to the receiving Party.
2. **“Incorporation of Confidential Information in Other Documents.”** In the event Confidential Information is incorporated into, reflected in other documents, whether separately, or jointly generated by the Parties, such other documents will be deemed Confidential Information subject to the terms of this Agreement.
3. **“Non-Disclosure, Non-Circumvention.”** The receiving Party shall, for a period of two (2) years following the date of this Agreement, use reasonable care to maintain the confidentiality of Confidential Information and shall limit disclosure to such of its directors, employees, agents, advisors, financing sources, financial advisors, attorneys, accountants, consultants (collectively “Representatives”) have a “Need to Know” such Confidential Information in order that the objectives of the Discussions can be achieved. The receiving Party shall direct its Representatives to abide by the provisions of this Agreement. “Reasonable Care” shall mean the same degree of care exercised by the receiving Party with respect to its own information of the same nature as Confidential Information.
4. **“Exceptions to Confidentiality Obligations.”** The term Confidential information shall

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not apply to, and *Confidentiality* and *Limited Use Obligations* of this Agreement will not apply to information received pursuant to this Agreement which:

- a. Is or becomes publicly available other than through a breach of this Agreement by the receiving Party; or
 - b. Is already known to the receiving Party at the time of disclosure as evidenced by the receiving Party's written documentation; or
 - c. Is lawfully received by the receiving Party from a third party without breach of this Agreement or breach of any other agreement that is known to the receiving Party to exist between the disclosing Party and such third party; or
 - d. Is independently developed by employees of the receiving Party who have not received any Confidential Information under this Agreement; or
 - e. Is furnished to a third party by the disclosing Party without restriction on the third party's rights to disclose; or
 - f. Is authorized in writing by the disclosing Party to be released from the confidentiality, non-disclosure, non-circumvention obligations herein.
5. **"Ownership of Confidential Information."** Confidential Information shall remain the exclusive property of the disclosing Party. The receiving Party agrees that Confidential Information disclosed hereunder is being received subject to the disclosing Party's ownership rights in such Confidential Information and, further, subject to all relevant intellectual and/or proprietary property rights of the disclosing Party, including the relevant laws governing all intellectual properties, including but not limited to; patents, trademarks, copyrights, trade secrets, financial programs and/or plans, and unfair competition.
6. **"Destroy Certain Confidential Information."** Upon written request of the disclosing Party, the receiving Party shall promptly destroy all originals and copies of the writings and hardware in its possession which contain Confidential Information or by written notice, executed by the receiving Party, certify that such writings and/or hardware have been destroyed, provided that receiving party may retain one archive copy of the Confidential Information as a record to facilitate compliance with this Agreement, which shall remain subject to the terms and conditions of this Agreement.
7. **"Use of Confidential Information."** Confidential Information will not be copied or used by the receiving Party for any purpose other than in connection with the Discussions. With regard to Confidential Information, which is covered by copyrights belonging to the disclosing Party, it is agreed that the disclosing Party reserves all rights therein. However, the Parties further agree that a limited number of copies of written materials covered by such copyrights (not including machine readable data) may be made by the receiving Party so that the receiving Party can adequately use such Confidential Information within the terms and conditions of this Agreement, provided that all proprietary legends and notices on the originals are also reproduced on such copies and that each copy is controlled by the receiving Party as an original in accordance with the terms of this Agreement.
8. **"Information Regarding Existence of Discussions."** During the pendency of the term of this Agreement, except as required by law, no Party shall issue any statement, confirm, or otherwise disclose to the general public, to the news media, or to any third party, except

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with prior written concurrence of the other Party both as to the content and timing of any such disclosure; (i) that the Discussions are taking place or have taken place, (ii) that the Parties have exchanged information with a view toward the consummation or implementation of an agreement, or (iii) the existence of this Agreement.

9. **“Legally Required Disclosure.”** If the receiving Party becomes compelled by regulation of the law (by oral questions, interrogatories, request for information or documentations, subpoena, civil investigative demand or similar process) to disclose any Confidential Information the receiving Party will provide the disclosing Party with prompt written notice so the disclosing Party may seek a protective order appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party will furnish only the Confidential Information, which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.
10. **“No Assignment.”** No Party may assign any of its rights or delegate any of its obligations under this Agreement, except with prior written consent of the other Party.
11. **“Term of the Agreement.”** This Agreement will be effective as of the date hereof and will terminate two-years (2) after its effective date unless extended by mutual consent in writing by the Parties.
12. **“No Patent or Trademark License.”** Nothing herein shall be construed as granting or conferring upon the other Party hereunder, expressly, implied, or otherwise, any licenses or other rights, or under any patents, trademarks or any other intellectual and/or proprietary rights which the other Party hereunder now owns or may hereafter acquire.
13. **“Governing Laws.”** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The Parties hereto consent to the jurisdiction of the courts of the State of Georgia in all matters pertaining to this Agreement.
14. **“Integration.”** This Agreement supersedes all previous oral and/or written agreements, if any, among the Parties regarding confidentiality of information disclosed in connection with the Discussions.
15. **“Miscellaneous.”** Nothing in this Agreement shall be binding upon or restrict the activities of, any of the receiving Party’s portfolio companies, investment professionals or affiliated investment funds that do not receive Confidential Information hereunder.

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Signature Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative, as of the day and date first below written.

One affixed signature in behalf of either Party by an officer/director or duly authorized representative/agent shall bind this Agreement between the Parties.

For: Togneri Capital Partners, LLC



(Signature)

(Signature)

Name: **Michael Togneri**
Title: **Managing Partner**
Date: **November 8, 2016**

Name: _____
Title: _____
Date: _____