



THIS MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is dated as of this ___ day of _____, 2024, (the "Effective Date") and is made and entered into by and between _____, whose address is _____, and Validor Capital LLC, an Delaware LLC, whose address is 1900 Glades Road, Boca Raton, FL 33431.

WHEREAS each party may disclose (and may have in the past disclosed) certain confidential information to the other party for the purpose of evaluating potential business arrangements involving the parties, and the parties desire to provide for any such confidential information to be kept confidential.

NOW, THEREFORE, in consideration of the disclosure of certain information, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Confidentiality Obligations.

(a) Each party hereby agrees, subject to Sections 3 and 4 below, to treat as strictly confidential and in accordance with this Agreement all Confidential Information (as defined below) of the other party. The term "Confidential Information" shall include (i) any and all information, data, studies, forecasts, compilations, reports, interpretations, records, statements, documents and notes (whether oral, written or electronic) related to a party to this Agreement (collectively, "Items") and obtained, directly or indirectly (whether in the past or in the future) by the other party or its agents, representatives or advisors, (ii) any Items based upon Items obtained by the other party or its agents, representatives or advisors, regardless of who prepared such Items, (iii) the fact that either party is providing the other party with confidential information, and (iv) the fact that the parties are negotiating, considering or engaging in a transaction and/or relationship between them.

(b) Without limitation to the terms of Section 1(a), each party further agrees, subject to Sections 3 and 4 below:

(i) to (a) keep all of the other party's Confidential Information strictly confidential, (b) take all precautions with the other party's Confidential Information that it takes with its own confidential information, and (c) not use any of the other party's Confidential Information, in whole or in part, for any purpose other than in connection with negotiating, considering or engaging in a transaction and/or relationship between the parties (collectively, the "Permitted Goals"); and

(ii) to (a) not, directly or indirectly, disclose or make available, in whole or in part, any Confidential Information to any other person, except its employees, independent contractors, consultants, financing sources and advisors (collectively, "Representatives") who have a need to know the Confidential Information in connection with the Permitted Goals, (b) explain the confidentiality obligations contained herein to any such Representatives, (c) use its commercially reasonable efforts to monitor and ensure that such Representatives comply with the terms of this Agreement, and promptly provide the other party with written notice of any violation by such Representatives of this Agreement, and (d) be responsible and liable to the other party for any violation by such Representatives of the terms of this Agreement.

2. Return of Information. Each party shall return or destroy all tangible representations of all Confidential Information (whether provided to such party by the other party or its agents, representatives, or advisors or whether created by such first party or a third party), within (5) business days of a written request for the return of such items by the other party. Notwithstanding the foregoing, each party and its advisors may retain one copy of any Confidential Information to the extent relevant to demonstrate any



legal, regulatory, professional, or document retention obligation, and each party and its advisors shall only be required to use commercially reasonable efforts to destroy information stored electronically. Each party will not be obligated to return, erase or destroy any Confidential Information that is contained in an archived computer system backup in accordance with the Recipient's or any of its Representative's security and/or disaster recovery procedures. Notwithstanding the return or destruction of tangible representations of Confidential Information, in accordance with this Section 2, each party shall continue to be bound by its other obligations of confidentiality contained in this Agreement.

3. Exclusions. The obligations set forth in this Agreement shall continue in force in accordance with the terms of Section 8, but shall not apply to a party with respect to any Confidential Information which:

(i) is or subsequently comes within the public domain, without any fault of or violation of this Agreement or any other duty of confidentiality by such party, and to such party's knowledge without any violation of a duty of confidentiality by a third party.

(ii) is disclosed independently to such party on a non-confidential basis by a third party that is not subject to any duty of confidentiality with respect to such information.

(iii) such party can demonstrate through written documentation (i) was known by such party before it was disclosed to such party by the other party, (ii) is not subject to any other obligation of confidentiality by such party, and (iii) was not learned of by such party as a result of any violation of a duty of confidentiality by a third party; or

(iv) such party can demonstrate was independently developed by such party, without the use of any of the other party's Confidential Information or any other information obtained or used by such party in violation of a duty of confidentiality or disclosed by a third party in violation of a duty of confidentiality.

4. Obligations of Law. A party may disclose Confidential Information of the other party to the extent that it is required by law to disclose such information, upon the reasonable advice of such party's legal counsel, provided that such party furnishes the other party with written notice of the disclosure a reasonable period of time prior to the disclosure, to the extent legally permissible and reasonably practical, and allows the other party the option of (and, upon the other party's request, reasonably assists in) challenging the obligation to disclose the information at such other party's sole cost and expense, and further provided that any such disclosure is limited to that required by law and that such party uses commercially reasonable efforts to continue to preserve the confidentiality of any information so disclosed, including, but not limited to, seeking a protective order (upon the request of the other party and at such other party's sole cost and expense) to ensure that any such information is treated as confidential. Notwithstanding the foregoing, such notice shall not be required in the case of routine regulatory examinations or audits not directed at the Confidential Information or the Permitted Goals.

5. No Representations. Except as expressly set forth in a separate writing, (i) neither party nor any of its advisors, representatives, associates, agents, employees, officers, directors, subsidiaries or affiliates adopts responsibility for or makes any representation, express or implied, with respect to the accuracy or completeness of any information provided to the other party; (ii) neither party shall have any obligation to disclose any particular Confidential Information to the other party, and each party may in its sole discretion withhold and/or refuse to disclose any particular item of Confidential Information to the other party; and (iii) neither party nor any of its advisors, representatives, associates, agents, employees, officers, directors, subsidiaries or affiliates shall have any liability resulting from or related to such party's use of the other party's Confidential Information or any inaccuracy or other defect in such Confidential Information.



6. No Obligation. None of the parties are under any obligation as a result of this Agreement to accept any offer or proposal which may be made by or on behalf of the other party, or to continue negotiations between the parties.

7. Remedies. Each party hereby acknowledges that a violation by it of this Agreement may result in irreparable harm to the other party and that damages may be an inadequate remedy. Each party, therefore, agrees that in addition to all remedies at law, the other party shall be entitled to seek equitable relief, including, but not limited to, the right to obtain an injunction to secure the specific performance of this Agreement and/or to prevent a breach or contemplated breach of this Agreement, without any requirement that such party post a bond as a condition of such relief. In the event of any legal proceedings arising under this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such proceeding.

8. Term. This Agreement shall expire the earlier of (a) twenty-four (24) months from the Effective Date of this Agreement, and (b) the date at which the parties enter into a definitive agreement with respect to the Permitted Goals.

9. Choice of Law; Jurisdiction. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties specifically consent and submit to the non-exclusive jurisdiction of federal and state courts situated in the state of Delaware, and irrevocably waive any objections to such jurisdiction.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns.

11. Amendment. This Agreement cannot be amended, altered, or modified, and no provision hereof may be waived, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification or waiver is sought to be enforced. A waiver by any party of any breach or failure to comply with any provision of this Agreement by the another party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

12. Severability. The parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken only to the extent necessary to comply with any conflicting law.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

14. Notices. All notices and demands required or permitted by this Agreement shall be in writing, and shall be deemed properly made: (a) upon personal delivery to the relevant address set forth on the first page of this Agreement or such other relevant address as may be specified in writing by the relevant party; or (b) upon deposit with the applicable federal postal service, registered or certified mail, or with a recognized overnight courier, postage prepaid, addressed to the relevant address set forth on the first page of this



Agreement or such other relevant address as may be specified in writing by the relevant party. Proof of sending any notice or demand shall be the responsibility of the sender.

15. Miscellaneous. Notwithstanding anything contained herein to the contrary, the other party acknowledges that Validor Capital LLC and its Representatives may now and in the future be direct competitors of the other party and that Validor Capital LLC's receipt and possession of the Confidential Information will not, in and of itself, prevent or restrict Validor Capital LLC in any way from carrying on its business in the ordinary course, including without limitation, making quotes or bids in direct competition with the other party, provided that in doing so Validor Capital LLC complies with the obligations of this Agreement. In addition, and notwithstanding anything to the contrary contained herein, this Agreement shall in no way bind those of Validor Capital LLC's affiliates (collectively, the "Affiliated Entities") including the officers, directors, and employees of such Affiliated Entities (collectively, "Affiliated Personnel") that are not provided with and do not receive any Confidential Information from the other party or on the other party's behalf. For the avoidance of doubt, the parties hereto acknowledge that (i) certain Affiliated Personnel who serve on the board of directors (or similar governing body) of one or more of such Affiliated Entities may also serve as a representative of Validor Capital LLC in another position or role (a "Dual Representative") and (ii) no such Affiliated Entities will be deemed to have received such Confidential Information solely as a result of such dual role of any such Dual Representative, provided that such Dual Representative shall not have disclosed any Confidential Information to such Affiliated Entities or used any Confidential Information for the benefit of such Affiliated Entities.

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

Validor Capital LLC

By: Lauren Smyers
Principal, Business Development

By: