**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“Agreement”) is entered this **5th day of January 2019**, by and among, **COMPANY NAME (“CN”)**, and TSP Financial Group, LLC (“TSP”), for the purpose of introducing **COMPANY NAME** to a Funder, Angel Investor, Lending Insitution, Private Investor, or Lending Entity Funding Their Project (“Special Project”), noting that the introduction and the Special Project will be on such terms and conditions as may be mutually agreed upon in a writing signed by both parties. **CN** and TSP are hereinafter sometimes referred to as a “party” and collectively as the “parties”. Any discussions between **CN** and TSP will involve disclosure of confidential information between the parties. Therefore, in exchange for valuable and mutual consideration, the parties agree to disclose and share the Confidential Information, as hereinafter defined, under the following terms and conditions:

1. The party disclosing Confidential Information is hereinafter referred to as the “Disclosor” and the party receiving Confidential Information is hereinafter referred to as the “Disclosee”. Any Confidential Information furnished by a director, officer, employee, agent, advisor or representative (collectively, “Representatives”) of Disclosor to Disclosee or any Disclosee’s Representatives shall be deemed for purposes of this Agreement to have been furnished by Disclosor to Disclosee.
2. For the purposes of this Agreement, the term “Confidential Information” shall be defined as information disclosed by Disclosor to Disclosee, which shall include, without limitation, all unpublished confidential and proprietary information relating to the Special Project, including, by way of illustration, and not limitation, the existence of the proposed plans of Disclosor relating to the Special Project, and other information regarding Disclosor’s plans for the Special Project, including, but not limited to: financial information, budgets and expense estimates, strategic partners, operational information, funding sources, the cost and pricing of goods and services, sales and marketing plans and strategies, and the terms of material agreements to which Disclosor is a party or is in the process of negotiating. The term “Confidential Information” shall also include the existence and involvement of the parties in any discussions and negotiations relating to the Special Project, including the execution of this Agreement.

Notwithstanding the foregoing, “Confidential Information” shall not include information, which can be shown by documentary evidence to be:

* 1. Already in the possession of the Disclosee on a non-confidential basis prior to disclosure by Disclosor or Disclosor’s Representatives; or
  2. Generally available to the public or available in published documentation other than as a result of a disclosure by Disclosee or Disclosee’s Representatives; or
  3. Lawfully received from a third party other than Disclosor or Disclosor’s Representatives on a non-confidential basis who, to the best of Disclosee’s knowledge, did not receive the information directly or indirectly from either party and who has a lawful right to make such disclosure and is not in breach of any obligation to either party; or
  4. Independently developed by Disclosee or Disclosee’s Representatives without use of or reference to Disclosor’s Confidential Information and without violation of any other provision of this Agreement.

1. In the event Disclosee is requested or required to disclose any Confidential Information by law or otherwise as a result of any legal process or any judicial or administrative proceeding, Disclosee shall, to the extent that time, law, and regulatory or governmental body permits, provide Disclosor with prompt notice of any such request or requirement so that Disclosor may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, Disclosee is nonetheless required to disclose such information, Disclosee may, without liability hereunder, disclose only that portion of the Confidential Information which it is required to disclose, provided that, where appropriate and to the extent that law and time permits, Disclosee uses reasonable efforts to limit disclosure and obtain confidential treatment of such Confidential Information.
2. As for the disclosure of any Confidential Information by Disclosor to Disclosee, Disclosee acknowledges, by signature hereto, that it has been advised that the disclosure of Confidential Information is not generally known to other persons, and could be acquired by others only by the expenditure of significant time, effort and money, if at all, and each further acknowledges that, without the Confidential Information others could not efficiently, effectively and profitably compete with Disclosor hereto. Disclosee specifically acknowledges further that the confidentiality of the Confidential Information is essential to the continued operation and success of Disclosor. Therefore, Disclosee agrees: (a) to accept disclosure of the Confidential Information in strict confidence and solely for the purposes of evaluation and discussion of the proposals referred to in the initial paragraph of this Agreement, (b) to hold in secret and confidence for the benefit of the Disclosor all Confidential Information so disclosed and not, without the prior written consent of Disclosor, at any time, use, reveal, report, publish, transfer or otherwise disclose to any person or entity in any manner, directly or indirectly, any of the Confidential Information, and (c) that any disclosed Confidential Information by Disclosor to Disclosee will remain the sole property of the Disclosor. The parties agree that neither party shall be under any legal obligation of any kind whatsoever to enter into any future agreements or business arrangements of any kind with the other party or its Representatives.
3. Each party agrees that upon termination of the discussions being facilitated by this Agreement and upon a written request by the other, to immediately return to the requesting party all documents, notes, drafts, designs, drawings, sketches, copies, duplications or other originals or reproductions of Disclosor’s Confidential Information, as well as all documents, memoranda, computer files or other materials incorporating any of the Confidential Information disclosed to Disclosee.
4. Notwithstanding anything to the contrary, Disclosee may disclose the Confidential Information provided by the other to the following persons: Disclosee’s Representatives, parents, board members, and employees solely on a need to know basis to evaluate the project. Such disclosure(s) may not be made unless each such person agrees to be bound by the terms of this Agreement and executes their signature acknowledging their agreement to be bound by each and every provision herein, as set forth in Exhibit “A”. The identities of any person to whom the Confidential Information is disclosed shall be made known immediately to the other party to this Agreement. In addition, a copy of the acknowledging agreement executed by such party shall also be provided immediately upon execution. Attorneys and accountants of the parties need not execute Exhibit “A,” as they are bound by privilege.
5. Disclosee agrees to accept responsibility for the disclosure of the Confidential Information to any of his respective agents, Representatives, employees, professionals, affiliates, corporate or otherwise, and for any other disclosure of Confidential Information made in violation of this Agreement.
6. Disclosee agrees further acknowledges that the restrictions on disclosure of Confidential Information contained herein are necessary for the protection of Disclosor’s business, and Disclosee also acknowledges such and considers the restrictions in this Agreement to be fair and reasonable. Accordingly, the Disclosee agrees that any actual or threatened breach of any of the provisions of this Agreement by the other may cause irreparable harm, and may not be remediable by an action at law for damages and, therefore, Disclosee shall be entitled to seek, as a non-exclusive remedy, all equitable remedies therefore, including, without limitation, a temporary or permanent injunction or specific performance of the provisions hereof, without the necessity of showing any actual damage or that monetary damages would not provide an adequate remedy at law, and without posting a bond therefore. In the event of litigation stemming from this Agreement, both parties, and any other persons bound by this Agreement, consent to both subject matter and personal jurisdiction and venue in any court in Fort Myers/Lee County, Florida, and waive service of process and instead agree to accept service of process by certified mail. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable outside attorney’s fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. The parties waive the right to discovery, to jury trial, and to appeal.
7. In consideration of the opportunity to receive and evaluate the Confidential Information on an informed basis and the potential of benefits to be received in the event of the consummation of the proposal, or any of them, referred to in the initial paragraph of this Agreement, **CN** agrees, that for a period of five (5) years from the date hereof, **CN** will not directly engage in any activity or commercially opportunity with the specific Capital Private Fund introduced by TSP for the Special Project, where such activity or commercially opportunity is in (or is related to) the field of Equity Investments and Private Placement of Businesses. The parties shall cooperate in good faith so as to minimize any potential conflict that may arise from time to time.
8. Once Disclosor has introduced Disclosee to the Funder, Angel Investor, Lending Insitution, Private Investor, Capital Private Fund, or Lending Entity introduced by TSP for the Special Project (“Nominated Company”), **CN** agrees that it, and any of its affiliates, including, but not limited to, any person or entity of which Disclosee is a partner, joint venturer, limited partner, or otherwise, shall always include TSP on moving forward with the Special Project, and shall not make any attempt to circumvent TSP on the Special Project. **CN** shall not have direct or indirect communications or contacts with the Nominated Company without disclosing to TSP the substance of any and all communications with the Nominated Company.
9. Each of the parties represents and warrants to the other that all action on its part necessary for the authorization, execution, delivery and performance of this Agreement has been taken and that this Agreement constitutes a valid and legally binding obligation enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting generally the enforcement of creditor’s rights and by general principles of equity; and the authorization, execution, delivery and performance by Disclosee, as the case may be, of this Agreement will not result in any violation or be in conflict with or constitute, with or without the passage of time or giving of notice, a default under any provision of any contract, agreement, instrument, judgment, order, writ or decree to which either party is bound. All Confidential Information is provided “AS IS”. Disclosor makes no warranties, express, implied or otherwise, regarding the accuracy or completeness of its Confidential Information.
10. This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party that is in violation of the terms hereof will not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement will remain enforceable and such invalid or unenforceable provision(s) will be enforced by such court to the maximum possible extent. Neither party shall assign its rights and/or obligations without the prior written approval of the other party.
11. This Agreement supersedes any other agreement whether orally or in writing with respect to the subject matter hereto, and is binding upon the parties and their affiliates, heirs, successors and assigns. This Agreement may be executed in one or more facsimile(s) or electronic transmission(s), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**Disclosee**

**COMPANY NAME**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Title:

**Disclosor**

TSP FINANCIAL GROUP, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Title:

**EXHIBIT “A”**

**ACKNOWLEDGMENT AGREEMENT**

In consideration of the disclosure to it for certain Confidential Information, as defined under that certain Agreement dated December\_\_\_, 2019, by and among, **COMPANY NAME** and TSP Financial Group LLC, the undersigned, does hereby acknowledge receipt of a copy of the executed Agreement, and does hereby agree to be bound by the terms and conditions of the Agreement as fully and completely as if he or she were a party thereto.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_