**RECIPROCAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is entered into effective as of the Saturday, February 9, 2019, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert Company Name] represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to herein as “COMPANY”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(having a website URL of http://\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /) and TSP Financial Group, LLC, 13650 Fiddlesticks Blvd., Suite 202-178, Fort Myers, FL 33912 (having a website URL at <https://www.TSPFinancialGroup.com>) (referred to herein as “TSP”), The “COMPANY” Parties and TSP Parties shall each, individually or collectively, also be referred to herein as a “Party” or the “Parties”. Both Parties shall tie their companies, affiliates, subsidiaries, and related parties to the obligation of this agreement.

**WHEREAS**, the “COMPANY” Parties have inquired about receiving certain documents, information, and introductions to working capital sources, elite private investors, private funding angel groups, venture capitalists, investment bankers, wealth mangers, private equity firms, pension funds, and family offices, in the possession of the TSP Parties relating to various commercial, investments, oil and gas, utilities, construction, hotels, golf resorts, office, malls, and major build-outs, sports and entertainment, technology, Cannabis, currency, foreign, and utility grade financing transactions and commonly referred to as Financing Transactions and Projects (together, the “Property” or “Project”) for purposes of determining if the “COMPANY” Parties and related or affiliated parties or other third parties with whom the “COMPANY” Parties have relationships may wish to pursue involvement in, financing for, purchase or participation in, the Property or Project or any part thereof (hereinafter a “Transaction”).

**WHEREAS**, as part of the process of evaluating the financing of a Transaction, the Parties will be exchange certain confidential and proprietary information (including, but not limited to, real estate records, plats, property data, design plans, development schemes, proforma’s, financial projections, master plans, architectural work products, letters of intent, reports and all manner of related documents) belonging to the TSP Parties and the “COMPANY” Parties are willing to receive this information under the strict obligation of confidentiality described herein below.

**NOW, THEREFORE**, in consideration of each Party’s disclosure of whatever information may become known to the other Parties hereto as a result of their discussions and the promises set forth below, the Parties hereto all agree as follows:

1. Confidential Information. “Confidential Information” as used in this Agreement means all information obtained by, or disclosed to, one Party by another, including without limitation, any sale, lease, environmental, business, technical, marketing, and financial or other information, whether in written, electronic or oral form. The contents or existence of discussions or negotiations related to the Transaction constitutes Confidential Information, as does any information that any Party obtains through or on a tour of the Property or during any discussions between the Parties about the Property, Project or Transaction. Confidential Information does not include information that (a) is or becomes part of the public domain other than as a result of an inappropriate disclosure by a Party; (b) becomes available to a Party on a non-confidential basis from a source other than another Party hereto, provided that source is not bound with respect to that information by a confidentiality agreement with such other Party or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; or (c) can be proven by a Party to have been in such Party’s possession prior to disclosure of the same by another Party hereto.

2. No Disclosure or Use of Confidential Information/No Circumvention. Each Party hereto agrees that it will not use the Confidential Information for purposes other than evaluating the Transaction, the other Parties or the propriety of entering into the Transaction. Except as expressly permitted hereunder, no Party shall disclose the Confidential Information to any other third party and must use all reasonable efforts to protect the confidentiality of such information (which reasonable efforts shall include requesting that any party to which information is disclosed execute a confidentiality agreement obligating such party to keep the Confidential Information confidential). A Party may, in the normal course of performing due diligence in connection with the proposed Transaction, disclose the Confidential Information to a Party’s legal and tax counsel and environmental, engineering or similar consultants, provided, however, it being understood that any such third party consultants shall be equally bound to the terms hereof as such Party and no disclosure by such third parties to any additional third parties shall be allowed. A Party shall not seek to use any information gained from another Party, or attempt to or actually work directly with any third parties identified by a Party, to circumvent a Party or otherwise attempt to effectuate a Transaction without the full knowledge, participation and consent of the other Parties hereto.

3. Compelled Disclosure. If a Party is required by legal or administrative process to disclose any Confidential Information, such Party must (a) disclose only that portion of the Confidential Information that legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that the Confidential Information is treated confidentially, and (c) notify the other Parties immediately of the items of Confidential Information to be disclosed and submit a copy of any documents received by a Party requesting the disclosure of Confidential Information.

4. Ownership and Return. All Confidential Information will remain the property of the Party disclosing same and no right or license is granted to any other Party with respect to any Confidential Information. Upon the termination by any Party of discussions concerning the Transaction, or sooner if so requested, all Parties agree to (a) immediately return to the other appropriate Parties all Confidential Information, including copies of the same, and (b) destroy any memoranda, summaries, reports, documents or analyses created by a Party that contain or are based in any way on the Confidential Information. Upon a Party’s request, the fact of any such destruction must be certified in writing to the other Parties.

5. No Representations or Warranties. No Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.  It is agreed that no Party shall have any liability to another Party, or any of its representatives, resulting from the use of or completeness, accuracy, errors, or omissions in the Confidential Information supplied to them or obtained by them as a result of the Parties discussions or the proposed Transaction. The Parties all understand and agree that there is no assurance that a Transaction shall occur or close.

6. Relationship of Parties. No right or license, express or implied, is granted to any Party hereto with respect to any Confidential Information. Nothing in this Agreement obligates any Party to disclose any information to the other Parties or creates an agency, partnership, or employment relationship between the Parties.

7. Injunctive Relief. Each Party agrees that if it breaches or threatens to breach any provision of this Agreement, the other Parties will suffer irreparable damages and their remedies at law will be inadequate. Therefore, if a Party threatens or breaches this Agreement, the other Parties will be entitled, in addition to all other remedies available to them at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain any Party from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information. Any Party will be entitled to such injunctive relief without necessity of posting any bond or other security or proving that monetary damages would be an inadequate remedy. Should a Party successfully enforce its remedies under this section, such Party shall be entitled to also recover reasonable attorneys’ fees and all other costs and expenses associated with such enforcement action.

8. Term and Termination. This Agreement will continue in effect for a period of five years from the date hereof, unless all Parties agree to terminate it earlier.

9. Notices: All notices under this Agreement shall be deemed given when delivered personally, or sent by certified or registered U.S. mail or nationally recognized express courier, to the other Parties’ address provided below. Any change in address must be sent at least 15 days in advance of such change being effective. Notices may also be sent electronically via facsimile or e-mail to a facsimile number or e-mail address provided by a Party provided that the receiving Party acknowledges receipt of such notice by the same electronic means by which such notice was provided within two (2) business days of such Party receiving such notice electronically.

**The “COMPANY” Parties**:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
[ ADDRESS ]   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.com

**The TSP Financial Group, LLC Parties:**

Terence S. Phillips

13650 Fiddlesticks, Blvd. Suite 202-175

Fort Myers, Florida 33912

[Terence@TSPFinancialGroup.com](mailto:Terence@TSPFinancialGroup.com)

9. Miscellaneous. This Agreement will inure to the benefit of and be binding upon the Parties’ respective successors and permitted assigns. If any one of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement will be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by any Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement of the Parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each Party. This Agreement shall be governed by and interpreted in accordance with the laws of the State of FLORIDA (without regard to its conflict of law’s provisions). This Agreement may be executed in counterparts and a facsimile or other electronic signature shall be deemed sufficient as an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the date first written above.

**PLEASE NOTE THAT THIS AGREEMENT CONTAINS A TOTAL OF THREE (3) PAGES INCLUDING SIGNATURES BELOW.**

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| By: Terence S. Phillips, Managing Partner  X  (Signature)  Company: TSP Financial Group, LLC  Date: 2/9/2019 | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title)  X  (Signature)  Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:2/9/2019  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |