

Confidentiality Agreement

Investment Advisor

Investment Opportunity

Name	Name
Company	Company
Address	Address
City, State Zip	City, State Zip
Telephone	Telephone
Facsimile	Business Description

This confidentiality agreement (“Agreement”) acknowledges that Seaside Equity Partners LLC (“Seaside”) has requested access to certain information, personnel and properties of the above-named investment opportunity (“Company”), in connection with the business of the Company (“Transaction”). As a condition to Seaside being furnished such information (hereinafter referred to as the “Evaluation Material” and further defined below), Seaside agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or refrain from taking certain other actions herein set forth.

Evaluation Material shall include all information relating to the Company including but not limited to personnel and properties of the Company whether prepared by the Company, its investment advisors or otherwise, that is to be or has been furnished to Seaside by or on behalf of the Company. In connection with the term Evaluation Material, each of the terms Seaside and the Company shall include its officers, directors, members, managers, employees, partners, joint ventures, agents, legal counsel, accountants and financial or other advisors and with respect to Seaside shall include current or prospective bank financing sources. Notwithstanding the foregoing, the term “Evaluation Material” does not include any information that (i) is already in the possession of Seaside, (ii) is independently developed by Seaside, (iii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Seaside or its representatives, or (iv) becomes available to Seaside on a non-confidential basis from a source other than the Company or its representatives

As a condition to the Company furnishing the Evaluation Material, Seaside agrees as follows:

- *Nondisclosure of Evaluation Material:* Except as required by law, the Evaluation Material will be kept confidential by Seaside, will not be used by Seaside in any way detrimental to the Company and will not be used other than in connection with Seaside’s evaluation of a possible Transaction; provided that any of such information may be disclosed to representatives who need to know such information for the purpose of evaluating any such possible transaction. Seaside will inform its respective representatives of the confidential nature of the Evaluation Material and will direct them to treat the Evaluation Material confidentially. Seaside will be responsible for any breach of the terms hereof by its representatives. In the event that Seaside or its representatives receive a request or become legally compelled to disclose all or a part of the information contained in the Evaluation Material, Seaside agrees, to the extent permitted by law and practicable, to promptly notify the Company of the existence, terms and circumstances

surrounding such a request, so that it may seek at its own cost an appropriate protective order and / or waive compliance with the provisions of the Agreement.

- *Treatment of Evaluation Material:* As soon as possible upon the Company's written request, Seaside will destroy all written Evaluation Material provided to the firm. Also, unless otherwise required by law or internal document retention policies, Seaside will destroy all documents, memoranda, notes and other writings whatsoever prepared by Seaside or its respective representatives based on the information in the Evaluation Material, and such destruction shall, upon request of the Company, be certified in writing to the Company by an authorized officer supervising such destruction.
- *Acknowledgements:* The Company understands and acknowledges that Seaside is a private equity investor that engages with many companies, some of which may, independently of the Company, pursue similar or competitive paths regarding their products or services, technology and/or market development plans to those which are or may be pursued by the Company. The Agreement will not be construed in any way to restrict Seaside from investing in or managing any such business or restrict such businesses from competing with the Company, provided Seaside and such businesses do not use Evaluation Material to do so. Furthermore, the Company acknowledges that Seaside may evaluate and invest in businesses in the industry sector in which the Company operates and thus Seaside may gather, solicit and receive documents and information substantially similar to the Evaluation Material in the ordinary course of business. Nothing in this Agreement shall prevent Seaside from using such documents and information.
- *Miscellaneous:* Both Seaside and the understand that entering into this Agreement in no way creates any obligation to enter into any transaction. Money damages may not be a sufficient remedy alone for any violation of the terms hereof and, accordingly, the Company may be entitled to seek specific injunctive and performance relief as remedies for any such violation. These remedies will not be exclusive but will be in addition to all other remedies available to the Company at law. The Company acknowledges and agrees that in no event shall it be entitled to recover any special, punitive and/or consequential damages related to any breach hereunder. This Agreement will be governed by and construed in accordance with the laws of the State of California and each party irrevocably consents to the jurisdiction of the federal and / or local courts located in California, in connection with this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.
- *Termination:* This Agreement and the confidentiality obligations contained herein will be in effect for one (1) year from the date of execution.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a duplicate of this Agreement to Seaside.

Accepted and Agreed to by:

Investment Advisor

Seaside Equity Partners LLC

Signature

Signature

Name

Name

Date

Date