



## MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

In consideration of, and as a pre-condition to, the commencement of confidential business discussions regarding potential business transactions (the "*Opportunities*") involving certain customers, clients, or other relationships of Matrix ACP Holdings ("*MATRIX*") and you and certain of your customers, clients, or other relationships, and the disclosure by each of us (as applicable, the "*Disclosing Party*") to the other (as applicable, the "*Reviewing Party*") of confidential and proprietary information relating to the Opportunities, the Disclosing Party and/or its customers, clients or other relationships (collectively, the "*Confidential Information*"), the parties hereto hereby agree as follows:

1. The Reviewing Party will not use, disclose or copy any (a) information regarding the existence of the Opportunities, or (b) Confidential Information, in each case except as necessary to evaluate the Opportunities or as required by law or government tribunal, and the Reviewing Party will cause its directors, managers, members, partners, officers, employees, agents, representatives, professional advisors, affiliates and other persons or entities who or which have knowledge of the Opportunities or access to the Confidential Information directly or indirectly as a result of disclosure by the Reviewing Party (each, a "*Related Party*") to comply in all respects with the foregoing restrictions in this Section 1. Notwithstanding anything to the contrary in this agreement, "*Confidential Information*" shall not include any information of the Disclosing Party which is or becomes publicly known other than by reason of the breach of this agreement or was known to the Reviewing Party without restriction prior to its execution of this agreement. The Reviewing Party will promptly notify the Disclosing Party in writing of any unauthorized disclosure regarding the existence of any Opportunities or unauthorized use, disclosure or copying of Confidential Information, at the email address listed by the Principal signature at the end of this document. The Receiving Party further acknowledges that it has no ownership or proprietary rights in the Disclosing Party's Confidential Information. The term of this Agreement shall be two (2) years.
2. If the Reviewing Party decides not to proceed with any Opportunity, or if requested by the Disclosing Party, the Reviewing Party will promptly return or destroy (at the election of the Disclosing Party) all Confidential Information, and all copies and extracts of the Confidential Information, in any and all forms (including electronic) in which it may exist which are in the possession of the Reviewing Party, in the possession of any Related Party or under the Reviewing Party's or their control.
3. For a period of three (3) years from the date of your execution of this Agreement, the Reviewing Party will not, without the prior written consent of the Disclosing Party, engage in any corporate finance, merger, acquisition, licensing, technology transfer, other corporate transaction, or advisory relationship with any entities introduced to the Reviewing Party by the Disclosing Party, or encourage any such persons or entities to terminate or adversely alter their relationship with the Disclosing Party or any of its affiliates, as the case may be, and the Reviewing Party will cause its Related Parties to comply in all respects with the foregoing restrictions in this Section 3.
4. The Reviewing Party acknowledges and admits that due to the unique and non-public nature of the

Opportunities and the Confidential Information, any breach by the Reviewing Party of this agreement would cause irreparable harm to the Disclosing Party for which damages at law are not an adequate remedy, and the Reviewing Party hereby waives its rights to argue that such threat of irreparable harm does not exist in any action for injunctive relief relating to any such breach. The Reviewing Party agrees that the award of injunctive relief shall not preclude the Disclosing Party from seeking or being awarded any other remedies available at law or in equity with respect to any such breach, including money damages.

5. This agreement does not obligate the Reviewing Party or the Disclosing Party, or any of the Disclosing Party's affiliates, customers, clients, or other relationships to negotiate or enter into any other agreement or relationship.
6. This agreement is governed by the internal laws of the State of New York, without regard to its conflicts of laws principles, is enforceable against the Reviewing Party by the Disclosing Party and may be modified or waived only in a writing signed by the Disclosing Party. If any provision hereof is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. This agreement may not be assigned without the prior written consent of the Disclosing Party. The prevailing party in any dispute or legal action regarding the subject matter of this agreement shall be entitled to recover attorneys' fees and costs.
7. The Reviewing Party hereby acknowledge that, if applicable, the customers, clients, and other relationships of the Disclosing Party shall rely upon and enforce this Agreement in assuring its compliance with Regulation FD under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed, or caused their duly authorized representatives to execute, this Non-Disclosure and Non-Circumvention Agreement as of the date set forth below.

\_\_\_\_\_  
Printed Name of Individual or Entity

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

*If an Individual:*

Dated as of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual

**[OR]**

*If an Entity:*

Dated as of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Title of Authorized Signatory

APPROVED AS OF \_\_\_\_\_:

MATRIX ACP HOLDINGS

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

Name: Jason Gold

Title: Principal

Email: jason@matrixacp.net