**Mutual Confidentiality Agreement**

This Confidentiality Agreement (this "**Agreement**") by and between Buck Global, LLC, ("**Buck**") with offices located at 420 Lexington Avenue, Suite #2220, New York, NY 10170, and [BUSINESS NAME], with offices located at [BUSINESS ADDRESS], for itself and on behalf of its subsidiaries and affiliates (“**Company**” and together with Buck, the "**Parties**" and each a "**Party**"), is entered into as of [ENTER MONTH AND DAY] , 2024. The Parties hereby agree as follows:

1. Confidential Information.
	1. Generally. The Parties understand and agree that, in the course of discussions regarding the Purpose (as defined below), each Party (each, a “**Receiving Party**”) may have access to information provided by the other Party (the “**Disclosing Party**”) or its agents including, but not limited to, financial plans and records, marketing plans, business strategies and relationship with third parties, client lists, present and proposed products, trade secrets, business process methodologies and techniques, computer software programs and descriptions of functions and features of software, source code, computer hardware systems and designs, information regarding customers and suppliers, founders, employees and affiliates, whether tangible or intangible and in whatever written or verbal medium provided, and whether furnished before or after the date of this Agreement (individually and collectively, "**Confidential Information**"). Each Party shall be deemed to own its Confidential Information. The "**Purpose**" of this Agreement is to explore a potential future business relationship or potential business transaction between the Parties. The term of this Agreement shall be for two (2) years from the date as written in the introductory paragraph.
	2. Exceptions. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent the Receiving Party can show the Confidential Information: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (iii) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party; or (iv) is specifically released from confidential treatment by written consent of the Disclosing Party.
2. Confidentiality.
3. Generally. Each Party shall at all times maintain and keep the confidentiality of the other Party's Confidential Information and shall not copy, publish or disclose any Confidential Information to any third party, or use for the benefit of itself or any other person, firm, association, company or other entity without the prior written consent of the Disclosing Party, or authorize its respective officers, directors, employees, agents or subcontractors to copy, publish or disclose any Confidential Information to any third party, except as may be required by law or governmental regulations or in connection with any legal or governmental regulatory proceeding as set forth in Section 2(b), below.
4. Compulsory Disclosure of Confidential Information. In the event the Receiving Party should be requested or required (by interrogatories, requests for information, subpoena or similar legal process) to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof and a list of the Confidential Information intended to be to disclosed (and, if applicable, the text of the disclosure language itself) so the non-requested Party may seek an appropriate protective order and/or, in its sole discretion, waive the compliance with the provisions of this Agreement.
5. Personnel. Each Party shall inform its respective officers, directors, employees, agents and subcontractors of the non-disclosure and other requirements set forth in this Agreement and provide to such officers, directors, employees, agents and subcontractors the other Party's Confidential Information only on a need-to-know basis in connection with the Purpose and not for any other benefit to the Receiving Party. The Receiving Party must protect the Confidential Information from both unauthorized use and unauthorized disclosure by exercising the same degree of care that the Receiving Party uses with respect to the Confidential Information of its own of a similar nature, except that the Receiving Party must at least use reasonable care. The Receiving Party shall notify the Disclosing Party of any breach of this Agreement.
6. Remedies. In the event of a breach or threatened breach of this Agreement by a Party, including by its officers, directors, employees, agents or subcontractors, the Disclosing Party will have no sole adequate remedy in monetary damages and, accordingly, shall be entitled, in addition to any other right and remedies it may have in law or in equity, to seek an injunction against such breach, without the posting of any bond or other security and without the necessity of demonstrating actual damages, to enjoin and restrain the Receiving Party from any violation or threatened violation of this Agreement.
7. Modification. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by the Party against whom it is sought to be enforced.
8. Return, Erasure or Destruction. Upon termination of this Agreement, or at any time upon the Disclosing Party’s request, for any reason or for no reason, the Receiving Party shall within ten (10) business days return, destroy or erase all of Disclosing Party’s Confidential Information in the possession or control of the Receiving Party or any of its affiliates, agents or other representatives, expunging all such Confidential Information from any computer, word processor or other device containing such information or data (and certify in writing such destruction or erasure). Notwithstanding the delivery or destruction of Confidential Information required by this paragraph, any and all duties and obligations existing under this Agreement shall remain in full force and effect.
9. Residuals. Nothing in this Agreement will prohibit or restrict either Party’s right to develop, use, or market products or services similar to or competitive with those of the other Party disclosed in any Confidential Information as long as it does not breach this Agreement. Each Party acknowledges that the other Party may already have products or services similar to or competitive with those disclosed in the Confidential Information. Additionally, Company acknowledges that Buck’s ultimate parent company is owned by an investment fund operated by H.I.G. Capital (“**HIG**”), and it is agreed that nothing in this Agreement shall be binding upon or restrict the activities of any of HIG’s portfolio companies, investment professionals or affiliated investment funds that do not receive Confidential Information hereunder.
10. Governing Law. This Agreement, any claims, disputes, and any rights or obligations arising out of or related to the Purpose hereunder shall be governed by, construed, and interpreted in accordance with the laws of the State of New York, without reference to any conflicts of law. Venue shall be held in the United States District Court for the Southern District of New York. The Parties consent to the personal jurisdiction and venue of these courts for the purpose of enforcement of this Agreement.
11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the Purpose and contains all of the covenants and agreements between the Parties with respect thereto.
12. Survival. All terms of this Agreement shall survive in perpetuity.

IN WITNESS WHEREOF, the Parties hereto intend to be legally bound by affixing their signatures hereto:

 **BUCK GLOBAL, LLC [BUSINESS NAME]**

By: By:

Name: Name:

Title: Title:

**[END OF DOCUMENT]**