



CONFIDENTIALITY AGREEMENT

Representatives of RM Cubed, LLC, and its agents and affiliates (collectively “RMC”), and representatives or authorized agents or brokers acting on behalf of the undersigned entity and its affiliates (collectively “Company”) have engaged in preliminary discussions regarding certain proposed transactions. (RMC and Company are each referred to as a “Party” and collectively as “Parties.”) In order to protect any Confidential Information (as defined below) that Company may, in connection with the proposed transactions, disclose to RMC, the Parties agree as follows:

1. The effective date of this Confidentiality Agreement (the “Agreement”) is set forth below the signatures at the bottom of this page.
2. This Agreement shall apply to all Confidential Information disclosed by Company (or its employees, agents, or brokers) to RMC (or its employees, officers, partners, agents, or advisors).
3. The Confidential Information that may be disclosed under this Agreement (“Confidential Information”) is described generally as any business plans, technical or financial information, forecasts, strategies, product or process information, and other similar, related information disclosed by Company to RMC in written, oral, or electronic form.
4. Company acknowledges that RMC regularly reviews investment proposals from companies in a wide range of industries and that RMC actively and independently investigates numerous industries and markets. RMC continually acquires information about industries that may include those in which Company operates, and such data shall not be considered confidential information.
5. RMC will use Confidential Information only for the purposes of, and in connection with, the transactions or relationships contemplated in connection with the Agreement. Company represents and warrants that it has the right to disclose its Confidential Information to RMC.
6. Unless otherwise agreed, RMC’s duty to protect Confidential Information expires two years from date of disclosure. RMC, upon Company’s written request, will return all Confidential Information received from Company, together with all copies thereof (or, in lieu thereof, will certify that all Confidential Information and copies have been destroyed).
7. RMC will use the same degree of care, but no less than a reasonable degree of care, as it uses with respect to its own information to protect Confidential Information and to prevent any (a) use of Confidential Information that is not authorized in this Agreement, (b) dissemination of Confidential Information to any agent employee of RMC who does not have a reasonable need to know, (c) communication of Confidential Information to any third party that is not bound (or does not agree to be bound by) this Agreement, or (d) publication of Confidential Information.
8. This Agreement imposes no obligation on RMC with respect to Confidential Information that (a) was known by RMC before receipt from Company, (b) is or becomes known publicly through no fault of RMC, (c) is rightfully received by RMC from a third party that owes no duty of confidentiality to Company, (d) is disclosed by Company to a third party that has no duty of confidentiality to Company, (e) is independently developed by RMC without breach of this Agreement, or (f) is disclosed by RMC with Company’s approval. If RMC is required by a governmental body, court of law, or applicable law to disclose Confidential Information, RMC

will give Company reasonable notice so that Company, at its own cost and expense, may contest the disclosure or seek a protective order.

9. Subject to the limitations in the Agreement, no party will be precluded from independently pursuing business opportunities of any kind.
10. Each individual executing below on behalf of an entity personally represents and warrants to the Parties that such individual is duly authorized to execute this Agreement on behalf of that entity and that such execution makes this Agreement a valid and binding obligation of the entity for all purposes. If any individual other than an employee or officer of Company (i.e. Company's broker) executes this Agreement on behalf of Company, such individual personally represents and warrants to RMC that such individual is duly authorized to execute this Agreement on behalf of Company and that such execution makes this Agreement a valid and binding obligation of Company for all purposes.
11. RMC agrees that, in the event of any breach of provisions of this Agreement, the Company shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to the Company at law or in equity.
12. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TENNESSEE. The obligations arising under Agreement will be performed, in whole or in part, in Davidson County, Tennessee. Any controversy arising in connection with this Agreement will be filed and heard in a court of competent jurisdiction sitting in Davidson County, Tennessee.
13. This Agreement does not create any agency or partnership relationship of any kind. All additions or modifications to this Agreement must be writing and signed by all parties.

RM Cubed, LLC

_____ ("Company")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 428 Savannah Way
Franklin, TN 37067

Address: _____
City, State, Zip _____

Effective Date: ____ / ____ / ____