PROJECT MAINLINE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") dated and commencing as of _____, 202_ ("Execution Date"), is between Cortland Advisors LLC ("Cortland") and the person or entity signing the signature page below as "Company" ("Company"). In connection with a possible business transaction between Company and a Cortland client code-named Project Mainline ("Client") ("Transaction"), the parties may disclose to each other Confidential Information (defined below). Cortland and Company, on behalf of themselves and for Client's express benefit, agree to the terms of this Agreement.

1. Confidential Information. "Confidential Information" or "ConInfo" means and includes any and all information of a party ("Discloser"), whether of a technical, business, financial or other nature, including, without limitation, all information directly or indirectly pertaining to such party's business practices, techniques, proposals, and plans; trade secrets, technology, inventions, ideas, designs, concepts and know-how; assets, liabilities and operations; costing, pricing and financial information; research and development activities; business opportunities; customers, clients, suppliers, vendors, partners, contractors and employees; promotional and marketing activities; and other business affairs, to the extent such information is disclosed to the other party ("Receiver") before, on, or after the Execution Date, whether such information is disclosed in writing, verbally, electronically, or otherwise and all analyses, compilations, summaries, data, studies, notes, translations, memoranda or other documents prepared by Receiver or its Personnel (defined below) that are based on, contain, or otherwise reflect any ConInfo. "Confidential Information" or "ConInfo" also includes all information of any nature provided to Cortland by Client, and all information concerning the Transaction nature, existence and progress, unless and until the parties agree to disclose publicly such information. No information disclosed by a party shall be considered ConInfo if such information: (a) is established by Receiver to have been known by it at the time of receipt from Discloser without any obligation of confidentiality or non-disclosure; (b) is or becomes a part of the public domain through no direct or indirect act or omission of Receiver; (c) is rightfully received by Receiver from a third party who did not acquire or disclose such information by a wrongful or tortious act, or in violation of any legal or contractual obligation; or (d) is documented to have been independently developed by Receiver without reference to any ConInfo. It is agreed that Client is an intended third-party beneficiary of this Agreement with all rights and remedies of Discloser under this Agreement, including, without limitation, the right to enforce this Agreement directly against Company.

2. Confidential Information Use/Disclosure/Ownership. Receiver shall (a) hold in confidence and not directly or indirectly disclose, use or utilize for its own or anyone else's benefit any Discloser ConInfo except as necessary to explore, consider, evaluate, develop, conduct and engage in the Transaction, (b) restrict ConInfo possession, knowledge, development and use to its shareholders, members, officers, directors, managers, employees, agents, subcontractors, parent, subsidiaries, affiliates and other entities controlling, controlled by or under common control with Receiver (collectively, "Personnel") who need to know ConInfo in connection with these Section 2 purposes, (c) ensure that its Personnel agree to be bound by the terms of, and comply with, this Agreement, (d) be responsible and liable for any Agreement breach(es) by its Personnel, and (e) take all reasonable measures to avoid ConInfo disclosure, dissemination, or unauthorized use of , including, at a minimum, those measures it takes to protect its own ConInfo of a similar nature, but not less than a reasonable degree of care. Discloser is, and shall at all times remain, the exclusive owner of all of its ConInfo and no license or conveyance of any rights to any ConInfo is granted or implied under this Agreement.

3. Disclosures to Governmental Entities. If Receiver or its Personnel is required to disclose ConInfo by applicable regulation or law, including, without limitation, by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process (collectively "Law"), Receiver will give Discloser prompt written notice sufficient to allow Discloser to seek a protective order or other appropriate remedy, to the extent Receiver is legally permitted to do so. Receiver or its Personnel will disclose only such information as it is advised by legal counsel is legally required and only in the manner legally required, and will use commercially reasonable efforts to obtain confidential treatment for any ConInfo disclosed. Discloser shall reimburse Receiver for its reasonable costs and expenses incurred in complying with this Section 3.

4.   Confidential Information Return/Destruction. Upon Discloser's notice, Receiver shall promptly (a) return or destroy all tangible materials embodying ConInfo (in any form including, without limitation, all ConInfo summaries, copies, extracts and excerpts), and (b) certify in writing the destruction and/or permanent deletion of any ConInfo tangible or electronic embodiments not returned to Discloser, which certification shall be signed by Receiver's authorized officer supervising the destruction and/or deletion. Receiver may retain one (1) copy of ConInfo as required by Law or retained pursuant to its ordinary course automatic computer back-up systems. Any ConInfo Receiver retains shall continue to be subject to this Agreement's terms (including, but not limited to, the confidentiality and non-use provisions), be accessed and used solely to demonstrate compliance with any applicable Law and be destroyed in the ordinary course of Receiver's business.

5.   Limited Relationship. This Agreement will not create (a) an obligation on either party's part to disclose any information to the other or (b) a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party is an independent contractor and not an agent of the other party for any purpose, and neither has the authority to bind the other.

6.   Remedies. If a party breaches or threatens to breach this Agreement, the other may use all available legal and equitable remedies, including, but not limited to, injunctive relief. Each party acknowledges that (a) Discloser may suffer irreparable harm if Receiver breaches or threatens to breach this Agreement, (b) Discloser's legal remedies are inadequate to protect its interests if Receiver breaches or threatens to breach this Agreement, and (c) Discloser shall be entitled to obtain an immediate permanent injunction against such breach or threatened breach to enforce any and all Agreement provisions (without requirement of any bond or security), notwithstanding and in addition to any other available remedies. If any action or other proceeding is instituted relating to any Agreement term or condition, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses (whether or not specifically allowed by statute).

7.   No Representations or Warranties. Neither party made or hereby makes any representations or warranties as to ConInfo accuracy or completeness. Discloser shall not be liable to Receiver as a result of Receiver's using Confidential Information or the conclusions Receiver derives from ConInfo. Discloser's only liability for any ConInfo inaccuracy or incompleteness shall arise from those representations and warranties, if any, which are made pursuant to an agreement furthering the Transaction, to the extent such an agreement is actually entered into.

8.   Non-Interference. Receiver will not, and will direct its Personnel not to, make any inquiry about Client's business to any known Client customer, employee, supplier, creditor or competitor, except as may occur in the ordinary course of business unrelated to the Transaction.

9.   Non-Solicitation. Beginning on the Execution Date and continuing until one (1) year after the date this Agreement is terminated by either party upon notice to the other party ("Termination Date"), Company will not, directly or indirectly, solicit for employment or hire any Client employees with whom Company has had contact or who became known to Company in connection with its Transaction consideration. This Section 9 shall not prohibit Company from hiring any person (a) who responds to a general advertisement or a solicitation by a bona fide search firm which is not specifically directed at Client's employees or (b) whose employment Client terminated prior to any direct or indirect solicitation by, or commencement of employment discussions with, Company.

10.   Duration of Restrictions. This Agreement's confidentiality, nondisclosure and non-use obligations will continue in force and effect for two (2) years after the Termination Date. ConInfo that is a trade secret under the Uniform Trade Secret Act or any other applicable laws shall continue to be protected for the maximum time period permitted by applicable laws.

11.   Limited Agreement. Neither Client nor Company is under any legal obligation with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Client reserves the right to reject any Transaction proposals made by Company and to terminate discussions and negotiations with Company at any time. Client may conduct Client's sale process as determined in its sole discretion (including negotiating with prospective buyers; entering into an agreement without notice to Company). Any sale procedures may be changed without notice to Company.

12. <u>Counterparts; Execution; Notices</u>. This Agreement may be executed in counterparts (facsimile, email or other electronic signature form shall be considered as valid signatures), each of which shall be deemed to be an original, but all of which shall constitute the same agreement. Any notice required or permitted hereunder shall be in writing and sent to the signature page address by email or internationally recognized overnight courier (which provides online track and trace capacity). Either party may change its contact information on written notice to the other given according to this Section 12.

13. <u>Miscellaneous</u>. This Agreement shall be construed according to the laws of the State of Delaware, excluding its conflict of law rules. If there is any dispute related to or arising from this Agreement, the parties shall attempt to resolve it before legal action is taken. If the dispute resolution attempt is unsuccessful exclusive venue for any lawsuit seeking to enforce this Agreement shall be in the courts of the State of Delaware located in New Castle County, Delaware, or, if jurisdiction exists and a party so desires, in the United States District Court for the State of Delaware. The parties submit to personal jurisdiction in such courts. EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT. Neither party shall be liable to the other for indirect, punitive, consequential, special, or exemplary damages. This Agreement shall bind the parties and their respective legal and personal representatives, successors and assigns. Any Agreement term or provision that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. This Agreement sets forth the parties' entire understanding as to the matters provided for herein and supersedes any and all other prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing, by any of the parties or by any officer, director, employee or representative of a party as to such matters. No Client waiver of any breach of, or default in, any Agreement term or condition shall constitute a waiver of or assent to any succeeding breach of, or default in, the same or any other term or condition hereof. This Agreement may be amended only in a writing signed by both parties. This Agreement shall be interpreted to give fair meaning, and any ambiguity shall not be construed against either party on the basis of that party having drafted such terms.

[*SIGNATURE PAGE FOLLOWS*]
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IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Execution Date.

CORTLAND ADVISORS, LLC   _____
("Cortland)   ("Company")

By: _____   By: _____
Name: David Reader   Name:
Title: President   Title:
Address for Notices: Address for Notices:
Cortland Advisors, LLC
Attention: Chief Operating Officer   Attention:
107 N. 11th St #507
Tampa, FL 33602
Telephone: (410) 353-9697   Telephone: _____
Email: dreader@cortlandadvisors.com   Email: