

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered by and between Luceo Investments LLC, a Delaware Limited Liability Company (“LUCCEO”) and the undersigned (“Receiving Party”). LUCCEO and Receiving Party are sometimes individually referred to herein as a “Party,” and collectively as the “Parties.” The Parties are entering into this Agreement for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

- 1. Confidential Information.** “Confidential Information” shall mean all information directly or indirectly received by Receiving Party from LUCCEO, LUCCEO’s exiting and/or to-be-formed affiliates, and/or its and their respective directors, officers, employees, agents, managers and representatives, in whatever form (whether digitally, orally or in writing), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. “Confidential Information” shall mean and include, without limitation, all technical, business, economic, financial, legal, operational and other information relating to the present and future businesses and affairs of LUCCEO and LUCCEO’s exiting and/or to-be-formed affiliates. “Confidential Information” also includes any summaries, notes or interpretations of Confidential Information; matters related to investments and/or potential investments of LUCCEO and/or LUCCEO’s existing and/or to-be-formed affiliates; and/or details concerning, and terms of, negotiations and agreements by and between the Parties or their Representatives (defined below). “Confidential Information” shall not include information which Receiving Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by, Receiving Party in each case without an obligation to maintain its confidentiality prior to receipt from LUCCEO (directly or indirectly, including, without limitation, through LUCCEO’s Representatives (defined below)); (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by Receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality. “Representatives” means all individuals and entities representing a Party, including, without limitation, officers, directors, employees and third-party advisors.
- 2. Disclosure.** Receiving Party shall not disclose or otherwise make available any Confidential Information to anyone other than those of Receiving Party’s Representatives with a reasonable need to know the same and who are subject to non-disclosure obligations no less restrictive than those set forth herein. Receiving Party shall not use any Confidential Information other than in the evaluation and/or administration of transactions between Receiving Party and LUCCEO and/or LUCCEO’s exiting and/or to-be-formed affiliates. Receiving Party shall be jointly and severally liable for any breach of obligations with respect hereto by its Representatives (including, without limitation, as though a breach shall constitute a breach of this Agreement by Receiving Party).
- 3. Disclaimer.** The Receiving Party acknowledges that all: (A) confidential INFORMATION is PROVIDED ON AN “as-is BASIS;” and (B) representations AND warranties, whether express or implied, including, without limitation, as to the accuracy, completeness or non-infringement OF CONFIDENTIAL INFORMATION are hereby EXPRESSLY disclaimed.
- 4. Term.** The term of this Agreement shall, following the date on which this Agreement is executed, continue until the Parties agree, in writing, that this Agreement shall terminate.

5. **Breach; Injunction; Notice.** The Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder. The Receiving Party further acknowledges that any such breach may result in irreparable harm to LUCEO (and/or LUCEO's exiting and/or to-be-formed affiliates) and that, therefore, upon any such breach or any threat thereof, LUCEO and/or LUCEO's existing and/or to-be-formed affiliates (as applicable) shall be entitled (in addition to all other remedies available thereto) to equitable relief including, without limitation, a temporary restraining order and injunction against such breach or threat thereof, and that LUCEO and its existing and to-be-formed affiliates shall not be obligated to post bond or other security in connection therewith (but if a court of competent jurisdiction nonetheless requires such bond or other security, the same shall be set at the lowest level permitted by law). The Receiving Party will immediately notify LUCEO in writing in the event of any breach hereof by Receiving Party or its Representatives.

6. **Miscellaneous.** This Agreement shall be construed under the internal laws of the State of Delaware, without regard to the conflicts of laws principles thereof, and shall be fully and exclusively enforceable in the courts, to whose jurisdiction each Party irrevocably consents. In the event that a court of competent jurisdiction determines that any term or provision hereof is illegal or unenforceable, it shall reform such term or provision such that it is legal and enforceable and conforms as nearly as possible to the intent of the Parties. Each of the Parties has had the opportunity to be represented by legal counsel of its choice in the drafting and negotiation of this Agreement; accordingly, the rule of construction against the drafter shall not apply in the interpretation or enforcement hereof.