



# SUMMIT PARK

## Non-Disclosure Agreement and Confidentiality Agreement

SPP MANAGEMENT SERVICES, LLC (“SP,” “Us,” or “We”) has requested certain information regarding \_\_\_\_\_ (the “Company”) in connection with SP’s evaluation of a potential investment in or acquisition of the Company (the “Transaction”).

As used in this agreement, “Confidential Evaluation Material” shall include all information furnished or made available to SP, regardless of the form of its communication, and shall include all notes, reports, and analyses based upon such information. The Confidential Evaluation Material shall not include information that: (i) is currently in SP’s possession, (ii) is currently in the public domain, (iii) becomes public knowledge other than as a result of the disclosure by SP or its Representatives, or (iv) is provided to SP by a third party, provided that the source of such information was not known by SP to be bound by a confidentiality agreement with the Company.

In consideration for being provided the Confidential Evaluation Material, SP has entered into the letter agreement (the “Agreement”) and hereby agrees:

- To keep confidential all of the Confidential Evaluation Material and use the Confidential Evaluation Material solely for the purpose of evaluating the Transaction.
- Not to disclose to any person without the Company’s prior written consent the fact that discussions about the Transaction are taking place or any terms, conditions or facts with respect to any Transaction, including, without limitation, the status thereof.
- Not to disclose the Confidential Evaluation Material to any person without the Company’s prior written consent; provided, however, that We may disclose the Confidential Evaluation Material to our employees, financing sources, and advisers (collectively, our “Representatives”) who are directly involved in our evaluation of the Company and the Transaction.
- To insure that each of our Representatives to whom such disclosure is made adheres to the terms of this Agreement as if he or she were a party hereto.
- That the information received is being provided to us without any representation or warranty, expressed or implied, as to its accuracy and completeness, except as may be agreed to in the definitive documentation regarding the Transaction.
- On the Company’s written request, to return promptly all of the Confidential Evaluation Material provided to us (including copies thereof, if any).
- Not to solicit for employment any employee of the Company to whom we were introduced in the course of our evaluation of the Transaction; provided, however, that We shall not be restricted from hiring any employee of the Company who responds to a general solicitation for employment not directed at the Company’s employees.

SP and the Company acknowledge that this Agreement is not intended to, and does not, constitute an agreement to consummate a Transaction or enter into a definitive written agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provisions.

The term of this agreement shall be twelve (12) months from the date hereof.

**For and on behalf of SPP MANAGEMENT SERVICES, LLC (dba SUMMIT PARK)**

Signature:

Name:

Title:

Date:

**For and on behalf of the COMPANY**

Signature:

Name:

Title:

Date: