



**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Company"), and CID Capital II, Inc. at 201 West 103<sup>rd</sup> Street, Suite 200, Indianapolis, Indiana 46290 ("CID").

WITNESSETH:

WHEREAS, the Company and CID desire to discuss a possible investment by CID in the Company; and

WHEREAS, in the course of deciding whether or not to invest in the Company, CID may be provided information regarding the Company that is confidential to the Company; and

WHEREAS, the Company and CID desire to set forth their agreement as to the use and non-disclosure of the Company's confidential information provided by the Company to CID in connection with its evaluation of the Company;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and CID do hereby agree as follows:

1. Definitions. The following definitions shall govern this Agreement:

(a) "Confidential Information" shall mean all financial, technical and other information regarding the Company that is provided to CID by the Company in connection with CID's evaluation of the Company, and that is designated by the Company in writing as "confidential." Confidential Information shall not include any information which at the time of disclosure is generally available to the public; information which after disclosure by the Company becomes generally available to the public, other than through any act or omission by CID in violation of this Agreement; information which CID can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the Company; and information rightfully received from third parties who did not obtain such information under an obligation of secrecy to the Company.

(b) "Purposes" shall mean (i) to decide whether or not CID or any affiliate of CID should invest in the Company, and, if so, the amount, structure and terms and conditions of any such investment, and (ii) to monitor, evaluate, transfer or dispose of any investment CID or any affiliate of CID may make in the Company.

2. Access to Confidential Information. The Company hereby grants to CID access to the Confidential Information solely for the Purposes. CID understands and agrees that it is being given access to the Confidential Information only for the Purposes and under the obligation of confidentiality set forth in this Agreement.

3. Ownership of the Confidential Information. CID recognizes and agrees that all right, title and interest in the Confidential Information shall remain at all times with the Company, and that nothing in this Agreement shall give any right, title or interest in the Confidential Information to CID.

4. Use Restrictions. CID agrees:

(a) To use the Confidential Information only to the extent necessary to accomplish the Purposes;

(b) Not to disclose or provide any Confidential Information to any third party without the Company's prior consent, provided that CID may disclose Confidential Information to its affiliates, employees, agents or representatives as may be necessary for CID to accomplish the Purposes;

(c) Not to copy or reproduce any of the Confidential Information except as may be necessary for CID to accomplish the Purposes; and

(d) To promptly return to the Company the Confidential Information, including all copies thereof made by CID, in the event CID decides not to invest in the Company, or upon request by the Company; provided, however, CID may retain one copy of the Confidential Information in its records for archival purposes, which shall remain subject to the restrictions set forth in this Agreement.

5. Investments. Both parties acknowledge and agree that nothing in this Agreement precludes CID from evaluating and investing in any business enterprise other than the Company, nor does this Agreement preclude the Company from seeking and obtaining investments from any sources other than CID. The Company acknowledges and agrees that there is no agreement or commitment by CID or any affiliate of CID to invest in or purchase any assets or debt or equity securities of the Company and that neither CID nor any of its affiliates has any obligation to enter into any such agreement or commitment.

6. Term of Agreement. This Agreement, and CID's obligations with respect to the use and secrecy of the Confidential Information, shall remain in effect for a term of two (2) years from the date hereof.

7. Nature of Relationship. Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers or principal and agent. Neither party is authorized to assume or undertake any obligation of any kind, express or implied, on behalf of the other party.

8. Severability. If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has expired:

(a) The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and

(b) To the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

9. Miscellaneous. Neither party may assign any of its rights, duties or obligations, hereunder, in whole or in part, without the prior written consent of the other party. This Agreement may not be modified or altered except by written instrument duly executed by the Company and CID. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, and shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns. Any and all actions arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Indiana, and the parties hereby consent to the jurisdiction and venue of such courts solely for the purpose of resolution of any such dispute. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings whether written or oral, and the same shall be deemed to have been merged into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

COMPANY:

CID Capital II, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_