



CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and entered into as of today’s date of execution between MAG Capital Partners, LLC, a Texas limited liability company (“Provider”) and _____ (“Recipient”).

1. **Purpose.** Provider and Recipient wish to explore business and investment opportunities with respect to a password protected inner version of Provider’s website (www.magcp.com) and possible investment opportunities with Recipient (or an affiliate of Recipient) (the “Transaction”). In connection with this opportunity, Recipient has requested certain confidential information relating to the Transaction, which Provider is willing to provide subject to Recipient’s agreement to the terms and provisions hereof.

2. **“Confidential Information”** means any information disclosed to Recipient by or on behalf of Provider regarding the Transaction, including by any of its affiliates, directors, officers, employees, representatives or advisors (collectively, “Provider’s Representatives”), either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation all notes, analyses, compilations, studies, interpretations, plans, business plans, financial statements, customer or supplier lists, intellectual property, budgets, models, specifications or other documents and including specifically all financial information relating to the Transaction and all information and analysis prepared by Recipient or any of its Representatives (as defined below) based on Confidential Information. The term “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives, or by any person who receives such information from Recipient or its Representatives, or (ii) becomes available to Recipient or Recipient’s Representatives on a non-confidential basis from a source other than Provider or any of Provider’s Representatives, provided that such source is not known by Recipient or Recipient’s Representatives to be or have been bound by a confidentiality agreement with or other obligation of confidentiality to Provider or another party.

3. **Non-use and Non-disclosure.** Recipient agrees not to use any Confidential Information for any purpose other than to evaluate and engage in discussions with Provider concerning the Transaction. Recipient agrees not to disclose any Confidential Information to third parties, except to its directors, officers, legal counsel, investors, lender’s and other advisors who are required to have the information in order to evaluate or engage in discussions concerning the Transaction (Recipient’s “Representatives”). In addition, Recipient agrees that, without the prior written consent of Provider, neither Recipient nor any Recipient’s Representatives shall disclose to any third party (including any employee, customer or supplier of Provider) the fact that the Confidential Information has been made available to it, that discussions or negotiations are taking place concerning a possible transaction involving Provider or any of the terms, conditions, or other facts with respect thereto (including the status thereof), and all such facts and information shall be deemed to be Confidential Information for purposes of this Agreement.

Confidential Information may be disclosed by Recipient or its Representatives as required by law or requested by any governmental or regulatory agency, or as part of any judicial process. In the event that Recipient or any of its Representatives are requested or required by law or as part of any judicial process to



disclose any of the Confidential Information, Recipient shall provide Provider with prompt written notice of any such request or requirement so that Provider may seek a protective order or other appropriate remedy.

4. Maintenance of Confidentiality. Recipient agrees that it shall take all commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its confidential information and shall obtain assurances from its Representatives who have access to Confidential Information that such Representatives shall treat all Confidential Information confidentially in accordance with the provisions of this Agreement. Recipient shall immediately notify Provider in the event of any unauthorized use or disclosure of the Confidential Information. Liability for damages due to disclosure of the Confidential Information by any such third parties shall be with Recipient.

5. No Representation or Warranty. Recipient understands and acknowledges that neither Provider nor any of Provider's Representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Provider nor any of Provider's Representatives shall have any liability to Recipient or to any of its Representatives relating to or resulting from the use of the Confidential Information. Only those representations or warranties that are made in a final definitive agreement regarding the Transaction, when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

6. Remedies. Recipient hereby acknowledges that monetary damages would be difficult to calculate and an insufficient remedy for any breach of this Agreement by Recipient or Recipient's Representatives and that any such breach would cause Provider irreparable harm. Accordingly, Recipient agrees that in the event of any breach or threatened breach of this Agreement, Provider, in addition to other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. If Provider shall commence any action or proceeding against Recipient or any of Recipient's Representatives in order to enforce this Agreement or to recover damages as a result of an alleged breach of this Agreement, then the party hereto that prevails in such action or proceeding shall be entitled to recover in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection therewith.

7. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles. Recipient and Provider agree that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the United States District Court for the Northern District of Texas or any Texas State court sitting in Dallas/Fort Worth. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

8. Severability. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.



9. **Counterparts.** This Agreement may be executed in any number of counterparts, including, without limitation, counterparts received via facsimile or electronic transmission, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

10. **Agreement.** By clicking “Agree to Terms and Conditions”, Recipient has executed this Confidentiality Agreement

[NO FURTHER TEXT ON THIS PAGE.]