MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is made as of _____ (the "Effective Date") between Gross Capital Partners ("GCP") and _____ (the "Counterparty"). GCP and the Counterparty are each a "Party" and together the "Parties." Each Party may disclose Confidential Information to the other, and each agrees as follows.

1. Purpose

The Parties wish to exchange information solely to evaluate a potential business relationship between them, which may include a restructuring, partnership, acquisition or other transaction involving the Counterparty's business (the "Purpose").

2. Confidential Information

"Confidential Information" means all non-public information that one Party (the "Discloser") shares with the other Party (the "Recipient"), before or after the Effective Date and in any form, including financial statements, projections, tax returns, customer, supplier and employee information, contracts, operations, business plans, pricing, know-how and trade secrets, together with any notes or analyses the Recipient prepares from it. The fact that the Parties are in discussions, and the terms of those discussions, are also Confidential Information. Information is covered whether or not it is marked "confidential" if a reasonable person would understand it to be confidential.

3. Exclusions

Confidential Information does not include information that the Recipient can show (a) is or becomes publicly available through no fault of the Recipient or its Representatives; (b) was lawfully known to the Recipient, without a duty of confidentiality, before it was disclosed; (c) is lawfully received from a third party who is not under a duty of confidentiality; or (d) is independently developed by the Recipient without use of the Discloser's Confidential Information.

4. Use and Protection

The Recipient will (a) use Confidential Information only for the Purpose; (b) not disclose it to anyone other than its and its affiliates' owners, directors, officers, employees, lenders and professional advisors (including attorneys and accountants) who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement ("Representatives"); and (c) protect it with at least the same care it uses for its own confidential information, and never less than reasonable care. Each Party is responsible for any breach of this Agreement by its Representatives.

5. Required Disclosure

If the Recipient or its Representatives are required by law, regulation, subpoena or court order to disclose Confidential Information, the Recipient will, where legally permitted, give the Discloser prompt written notice so the Discloser may seek a protective order, and will disclose only the portion that is legally required.

6. Return or Destruction

Upon the Discloser's written request, or if the Parties decide not to proceed, the Recipient will promptly return or destroy the Discloser's Confidential Information. The Recipient may keep copies held in routine electronic backups or as required by law or professional standards, and those copies remain subject to this Agreement.

7. No Obligation; No License

This Agreement does not obligate either Party to enter into any transaction or to continue discussions, and either Party may end discussions at any time for any reason. No transaction will be binding unless and until set out in a separate written agreement signed by both Parties. No license or other right in any Confidential Information is granted by this Agreement, and all Confidential Information is provided "as is."

8. Term

This Agreement and the obligations under it remain in effect for two (2) years from the Effective Date, except that obligations regarding information that qualifies as a trade secret continue for as long as it remains a trade secret under applicable law.

9. Remedies

Unauthorized use or disclosure of Confidential Information may cause the Discloser irreparable harm. The Discloser may seek injunctive relief to prevent or stop any breach, in addition to any other remedy available at law or in equity.

10. Governing Law

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-laws rules. The Parties consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York, for any dispute arising out of this Agreement.

11. General

This Agreement is the entire agreement between the Parties about its subject matter and supersedes any prior understanding on it. It may be amended or waived only in a writing signed by both Parties. Neither Party may assign it without the other's written consent, except to a successor to all or substantially all of its business. If any provision is held unenforceable, the rest remains in effect. This Agreement may be signed in counterparts and by electronic signature (including a typed name), each of which is treated as an original. It becomes effective when signed by both Parties.

SIGNATURES

GROSS CAPITAL PARTNERS

Signature

Name

Title

Date

COUNTERPARTY

Signature

Company

Name

Title

Email

Phone

Date