**CONFIDENTIALITY AGREEMENT**

 **THIS CONFIDENTIALITY AGREEMENT** ("**Agreement**") is made and entered into as of this \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_ company (**"Company"**), and TRD Enterprises, LLC, a Florida limited liability company, d/b/a Intuition Ale (**"Intuition"**)**.** Companyand Intuition are sometimes together referred to herein as the "**Parties**" and separately as the "**Party**."

**RECITALS**

**WHEREAS,** in connection with discussions between the Parties related to a potential transaction (the **"Project"**), the Parties seek to share certain confidential and/or proprietary information; and

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and as an inducement to Intuition to enter into a potential transaction with Company and in consideration of Intuitionfurnishing Company with the Confidential Information, and as a condition to such disclosure, Company agrees as follows:

1. Recitals. The recitals set forth hereinabove are a material part of this Agreement and are hereby adopted and incorporated herein by reference.
2. Definition. The term "**Confidential Information**" as used in this Agreement shall mean any and all information of, about or relating toIntuition, its related or affiliated entities, and their principals, owners and executives, and/or the Project, including, without limitation, documents, contracts, reports, correspondence, financial, marketing, organizational and technical information, plans, drawings, analyses, surveys, maps and other information, whether provided to Company by Intuition or prepared, gathered, generated, produced, or provided to Company by or for Intuition pursuant to or as a result of discussions concerning the Project. Confidential Information includes not only written information, but also information transferred orally, visually, electronically or otherwise discovered or ascertained by Company during the course of the Project. Any Confidential Information disclosed to or discovered or ascertained by Company prior to the execution of this Agreement shall be subject to the terms and conditions of this Agreement. "Confidential Information" shall further be deemed to include any information about partnerships, financial arrangements or collaborations betweenIntuition, Company and/or third parties regarding the Project, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof and/or the existence of the Project. "Confidential Information" does not include any information unrelated to the Project or which Company can prove was publicly available prior to its receipt from Intuition or thereafter was made publicly available byIntuition.
3. No Warranty. Intuition makes no representation or warranty, express or implied, with respect to the accuracy, completeness or usefulness of any Confidential Information, which is provided "as-is", pursuant to this Agreement. Intuition will retain title to all documents containing the Confidential Information and any copies thereof.
4. Confidentiality. Company covenants and agrees to keep Confidential Information secret and confidential. Furthermore, Company agrees that irrespective of whether the Confidential Information would be deemed confidential or a trade secret in the legal sense, Company will:
	1. use the Confidential Information solely in the context of the Project and its business relationship withIntuition;
	2. not copy, in whole or in part, the Confidential Information unless expressly authorized by Intuition;
	3. never publish or disclose the Confidential Information to any entity or individual, other than to Company's own officers, directors, employees, consultants, sub-consultants, agents, attorneys, representatives, and any other party(ies) engaged by Company in connection with the Project (the "**Representatives**"), who have a need to know such Confidential Information, without Intuition’s prior written consent, provided further, Company shall be responsible for any disclosure of Confidential Information by the Representatives that would constitute a material breach of this Agreement;
	4. advise each person to whom such Confidential Information is disclosed, with the proper prior written consent of Intuition, of its confidential nature, advise them of the terms of this Agreement and obtain their agreement to abide by such terms; and
	5. return the Confidential Information, including all copies and records thereof, to Intuition upon receipt of a request for the return of such Confidential Information.

Notwithstanding the above, Company agrees that Confidential Information regarding any information about partnerships, financial arrangements or collaborations between Intuition, Company and/or third parties regarding the Project shall not be disclosed to any entity or individual, without Intuition’s express prior written consent.

1. Compelled Disclosure of Information. If Company or Company's Representatives become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information, Company shall provide Intuition with prompt written notice so that Intuition may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other similar remedy is not obtained, or Intuition waives compliance with the provisions of this Agreement, Company and/or Company's Representatives shall furnish only that portion of the Confidential Information which they, in good faith, believe is legally required and will exercise good faith efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
2. Continuing Obligations of Company. If the proposed transaction between Company and Intuition is not consummated or discussions with respect to the Project are terminated for any reason, Company shall promptly deliver to Intuition all Confidential Information and documents relating thereto (and all copies thereof) furnished to Company or Company's Representatives by or on behalf of Intuition, and all other Confidential Information in possession of Company or Company's Representatives shall be destroyed including, but not limited to, the deletion of Confidential Information provided or stored in electronic file format. No copy of the Confidential Information shall be retained by Company or Company's Representatives, except for one copy which may be delivered to and held by Company's legal counsel in confidence for use or reference solely in connection with any actual or potential dispute arising out of or in connection with this Agreement. Notwithstanding the return or destruction of the Confidential Information, Company and Company's Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder for a period of three (3) years after any such termination.
3. Assignment and Third Party Beneficiaries. This Agreement may not be assigned by Company. This Agreement may be assigned by Intuition, in whole or in part, without consent of Company. The terms hereof shall be binding upon and inure to the benefit of the Parties hereto, their parent companies, principals, owners and executives, heirs, personal representatives, successors and permitted assigns. Each of Intuition's assignees and any purchaser of all or any part of the Intuition's assets, are intended third party beneficiaries of the provisions of this Agreement and shall have the right to enforce those provisions in their own names or in the name of Intuition.
4. No Contract Implied. Nothing in this Agreement will impose any obligations on either Party to pursue a contract or to enter into any discussion or negotiations with respect thereto.
5. Non-waiver. Intuition's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.
6. Remedies. Company acknowledges and agrees that the Confidential Information is proprietary to Intuition and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Intuition. Intuition shall, in addition all other remedies provided at law or equity, be entitled to an immediate temporary restraining order and a permanent injunction, without the necessity of any bond, to prevent a breach or threatened breach of this Agreement by Company or Company's Representative.
7. Attorney's Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, without limitation, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at pre-trial, trial or on appeal.
8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
9. Jurisdiction and Venue. Company acknowledges and agrees that, in the event of litigation under this Agreement, Company hereby waives, to the fullest extent permitted by law, any right to object to jurisdiction within the State of Florida, and consents to venue within Duval County, Florida.
10. Headings. The headings contained in this Agreement are provided for convenience only and shall be not considered in construing, interpreting or enforcing this Agreement.
11. Survival. The restrictions and obligations of this Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the Parties, their successors and assigns forever.
12. Binding Agreement. This Agreement shall be binding on Company's Representatives, and Company's successors and assigns.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and the Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.
14. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and shall not be modified except by a writing signed by the Parties. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one in the same instrument. For purposes of this Agreement, a signature delivered by facsimile shall be as binding on the delivering party as the original.
15. Notice. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are (a) personally delivered, (b) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or (c) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

TRD Enterprises, LLC

4310 Pablo Oaks Court

Jacksonville, FL 32224

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

20. Expiration. The obligations under this Agreement shall remain in effect in perpetuity, except as otherwise stated herein.

**IN WITNESS WHEREOF**, the undersigned has executed this Agreement to be effective on the date first above written.

TRD ENTERPRISES, LLC,

a Florida Limited Liability Company

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

 Benjamin Davis

 Manager

**“Company” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_