



BLACK IRON
A D V I S E R S

Confidentiality Agreement

Black Iron Advisers on behalf of its client (“Project Boulder” or the “Company”) and _____ (“Confidant”) wish to explore the possibility of a business transaction of mutual interest (the “Transaction”). In connection with this possibility, both parties recognize that there is a need for Company to disclose to Confidant certain Confidential Information. As an express condition to such disclosure, Confidant agrees as follows:

1. Non-Disclosure and Limited Use. Confidant shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Confidant shall disclose the Confidential Information only to employees, officers, directors, attorneys, accountants or other representatives of the Confidant who need to know such information to evaluate the possible business transaction with Company, and as such, this Confidentiality Agreement shall bind all recipients of the Confidential Information. Confidant shall not use any Confidential Information for its own benefit or for any purpose except to evaluate the possible business transaction. Confidant shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use of the Confidential Information.

2. Description of Confidential Information. “Confidential Information” means all information disclosed by Company to Confidant (in writing, orally or in any other form) that is described as (or provided under circumstances indicating that it is) confidential or proprietary, including, without limitation, business plans, technical data, product ideas, contracts and financial information. “Confidential Information” includes information pertaining to the Transaction being considered between Company and Confidant and affiliates, customers, clients, vendors and other persons associated with the Transaction. “Confidential Information” does not include information (i) that is or becomes publicly known through no wrongful act of Confidant, (ii) that becomes available to the Confidant on a non-confidential basis from a source, other than Company, that is not prohibited from disclosing such information by any obligations to Company or (iii) that was available to Confidant on a non-confidential basis prior to its disclosure by Company.

3. Remedies. Confidant agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury that may be difficult to ascertain. The Confidant agrees that a remedy at law may be inadequate and, therefore, without limiting any other remedy available at law or equity, an injunction, specific performance or other forms of equitable relief or money damages or any combination thereof shall be available to Company enjoining a breach of this Agreement.

4. Return of Materials. Upon conclusion or termination of discussions between Confidant and Company, or at any time at Company’s request, (i) Confidant shall return to Company all materials (in written, electronic or other form) containing or constituting Confidential Information, including any copies, and (ii) Confidant shall not use the Confidential Information in any way for any other purpose. Notwithstanding the foregoing, Confidant will retain one complete copy of all materials in compliance with SEC and FINRA regulations.

5. Confidentiality of Discussions. Confidant shall not disclose the existence of discussions between the parties or the nature or substance of those discussions.

6. Term. The foregoing agreement of confidentiality shall extend to all Confidential Information furnished before or after the date of this Agreement, and shall survive the termination, for any reason whatsoever, of the negotiations of the transaction for a period of two (2) years from the date of execution of this Agreement by the parties.

7. Miscellaneous. This Agreement shall be binding upon and for the benefit of Confidant and Company and their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion will be deleted and the rest of the Agreement will remain in full force and effect. This Agreement shall be governed by the laws of the State of Colorado. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Each party understands and agrees Company hereto are making no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

8. Legal. In any action (arbitration or litigation) for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney’s fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in an action to enforce an arbitration award shall contain a specific provision providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment. For the purpose of this paragraph 8, attorneys’ fees shall include, without limitation, fees incurred in the following: (i) post judgment motions; (ii) contempt proceedings; (iii) garnishment, levy and debtor and third-party examinations; (iv) discovery; and (v) bankruptcy litigation.

9. Facsimile Transmission; Counterparts. Signatures on this Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission. Counterparts with the original signatures shall be provided to each other party within five (5) days of the applicable transmission, provided, however, that the failure to provide the original counterpart shall have no effect on the validity or the binding nature of the Agreement. If executed in counterparts, the Agreement will be as effective as if simultaneously executed.

“Confidant”

Black Iron Advisers, on behalf of
“Project Boulder” or the “Company”

By: _____
(Signature)

By: _____
(Signature)

Name:
Title:
Date:

Name:
Title:
Date: