

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

We have requested, on behalf of Trivest Partners V, L.P. ("Trivest"), access to certain information, properties and personnel of _____, (including its subsidiaries, the "Company"), in connection with a possible transaction with or involving the business of the Company. As a condition to our being furnished such information, we agree to treat any information (herein collectively referred to as the "Evaluation Material") concerning the Company that is to be, or has been, furnished to Trivest by or on behalf of the Company in accordance with the provisions of this "Agreement" and to take or refrain from taking certain other actions herein set forth. Notwithstanding the foregoing, the term "Evaluation Material" does not include any information that (i) is already in our possession, (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Trivest or its representatives, (iii) is independently developed by Trivest without use of or reference to the Evaluation Material, or (iv) becomes available to Trivest on a non-confidential basis from a source other than the Company or its representatives, *provided* that such source is not known by Trivest to be bound by a confidentiality agreement or other obligation of secrecy to the Company or another person.

As a condition to the Company furnishing the Evaluation Material, we agree as follows:

1. Nondisclosure of Evaluation Material. The Evaluation Material will be kept confidential by Trivest, will not be used by Trivest in any way detrimental to the Company and will not be used other than in connection with Trivest's evaluation of a possible transaction with or involving the business of the Company; *provided* that any of such information may be disclosed to representatives who need to know such information for the purpose of evaluating any such possible transaction. We will inform our representatives of the confidential nature of the Evaluation Material and will direct them to treat the Evaluation Material confidentially, and Trivest will be responsible for any breach of the terms hereof by its representatives. In the event that we or our representatives receive a request or become legally compelled to disclose all or a part of the information contained in the Evaluation Material, we agree to the extent practical, to promptly notify the Company of the existence, terms and circumstances surrounding such a request, so that it may seek an appropriate protective order.

2. Treatment of Evaluation Material. As soon as possible upon the Company's written request, we will return all or will destroy all written Evaluation Material provided to us. Also, we will destroy all documents, memoranda, notes and other writings whatsoever prepared by us or our representatives based on the information in the Evaluation Material, and such destruction shall, upon written request of the Company, be certified in writing to the Company by an authorized officer supervising such destruction. Trivest will be entitled to keep materials with its legal counsel to satisfy its compliance with applicable laws and established record keeping procedures.

3. Miscellaneous. The Company and Trivest each understand that entering into this Agreement in no way creates any obligation to enter into any transaction. The Company understands and acknowledges that Trivest is a private equity investor engaged in the business of evaluating, making, and managing investments in businesses and acquiring businesses, and it is possible that one or more of those businesses are or may in the future be competitive with the Company in some way. The Agreement will not be construed in any way to restrict Trivest from investing in or acquiring any such business or restrict such businesses from competing with the Company, provided Trivest and such businesses do not use Evaluation Material to do so. Also, Trivest's discussions with the Company and the review of Evaluation Material will inevitably serve to give Trivest increased knowledge and understanding of the Company's industry and business in a way that cannot be reasonably expected to be forgotten or separated from Trivest's overall knowledge base even after the destruction of Evaluation Material. Accordingly, without in any way limiting Trivest's obligations under the Agreement not to disclose Evaluation Material to third parties and to destroy Evaluation Material in accordance with the Agreement, Trivest will not be deemed to be in breach of the Agreement by reason of remembering, retaining and using in Trivest's business such increased knowledge as described in the preceding sentence. Trivest acknowledges that money damages may not be a sufficient remedy alone for any violation of the terms hereof and, accordingly, the Company will be entitled to seek specific performance and injunctive relief as remedies for any such violation. These remedies will not be exclusive but will be in addition to all other remedies available to the Company at law or in equity. The Company acknowledges and agrees that in no event shall it be entitled to recover any special, punitive and/or consequential damages related to any breach hereunder. This Agreement will terminate upon the first anniversary of the date hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be executed in one or more counterparts, and each person executing this Agreement on behalf of such party hereto represents that such execution is made with full authority and that such party is bound by the terms hereof.

IN WITNESS WHEREOF, we have executed this Agreement this ____ day of _____, 201__.

TRIVEST PARTNERS V, L.P.

ACKNOWLEDGED AND AGREED:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____
 Date: Signed: _____