

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made on this ___ day of _____, 2022, by the undersigned on behalf of itself and its subsidiaries, affiliates, officers, directors, partners, managers, employees, agents, successors and assigns, (collectively, the “**Recipient**”) with respect to documents and information related to Captain Del Associates, Inc. d/b/a Linger Longer, a Massachusetts corporation (“**Company**”). Recipient has requested, or may request in the future, certain non-public information from Company regarding Company for the sole purpose of determining whether Recipient desires to enter into a sale transaction to acquire all or any portion thereof of the Company (“**Transaction**”).

AGREEMENT

In consideration of the foregoing, and as a condition to the disclosure of the Confidential Information (as defined below), Recipient hereby agrees as follows:

1. Definition of Confidential Information. When used in this Agreement, “**Confidential Information**” means all documents relating to Company, its business and any other information related to Company which are provided by the Provider, directly or indirectly, to Recipient. Such Confidential Information may include but is not limited to financial statements, forecasts, projections, business plans, due diligence materials and research results, permits, agreements, service and personnel costs, reports, marketing plans, research and development activities, information pertaining to independent contractors, employees, customers, clients, suppliers and vendors, know-how or other business and technical information, and any and all related notes, analyses, compilations, lists, studies and other works prepared by Recipient or any Recipient Representative that contains or is generated from the foregoing information. All Confidential Information, in whatever form, is and shall remain the property of the Provider.

2. Safeguarding of Confidential Information. Upon receipt, observation or inspection of the Confidential Information, Recipient may disclose such Confidential Information to its agents, consultants, attorneys, accountants, advisors or other representatives (collectively, the “**Recipient Representatives**”) only if such Recipient Representatives need to have access to and knowledge of the Confidential Information solely for the purpose of the Transaction. The Recipient shall advise each Recipient Representative who receives, observes or inspects the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality and nondisclosure herein. The Recipient shall maintain a list of the names and contact information of each Recipient Representative that the Recipient has provided the Confidential Information to and promptly provide such list to the Provider upon Provider’s request. For the avoidance of doubt, the Recipient is responsible for any breach of this Agreement by a Recipient Representative.

3. Confidentiality of this Agreement. Recipient shall not disclose the existence or the terms of this Agreement or the Transaction to any other third party (other than a Recipient Representative) except upon prior written consent of Provider.

4. Prohibited Actions. In addition to the matters set forth in sections 2 and 3 above, Recipient further agrees that it shall not, and represents that any Recipient Representative that it provided Confidential Information to shall not: (a) use the Confidential Information to engage in any business which competes, directly or indirectly, with Company (provided, however, that Provider acknowledges that Recipient and any Recipient Representative may be stakeholders in businesses that are competitors of

Company without violating this provision); (b) solicit, directly or indirectly, any employee of Company for employment (provided, however, that a general solicitation to the public to which an employee responds is not a violation of this Agreement); (c) contact or otherwise attempt to communicate with any of Company's employees, landlords, vendors, lenders or creditors concerning Company or the Transaction.

5. No Representation. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL PROVIDER OR PHOENIX BE LIABLE TO RECIPIENT OR ANY RECIPIENT REPRESENTATIVE FOR THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION.

6. Term. Recipient agrees that all of its obligations undertaken herein with respect to Confidential Information under the terms of this Agreement shall survive and continue for a period of two (2) years after the date of execution of this Agreement by the Recipient.

7. Exceptions. Notwithstanding anything to the contrary herein, Recipient shall have no obligation to preserve the confidentiality of any Confidential Information, which (a) is or becomes publicly available by other than unauthorized disclosure by Recipient, any Recipient Representative or any third party; or (b) is developed by Recipient or any Recipient Representative wholly independent of any Confidential Information. Further, the Recipient may disclose the Confidential Information pursuant to a valid order issued by a court or governmental agency or regulatory agency (under which Recipient is governed); provided that the Recipient provides Provider (i) prior written notice of such obligation, and (ii) the opportunity to oppose such disclosure or obtain a protective order. Notwithstanding any disclosure under the previous sentence, the disclosed Confidential Information shall remain Confidential Information and otherwise be subject to all of the protections under this Agreement.

8. No Obligation. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise, intention, or commitment by either party to enter into a business transaction with the other party, including without limitation, the Transaction. In addition, Provider has no obligation whatsoever to furnish Recipient or any Recipient Representative with any Confidential Information.

9. Return of Confidential Information. Confidential Information furnished in written, pictorial, magnetic and/or other tangible form shall not be duplicated by Recipient or any Recipient Representative except as necessary for the purpose of the Transaction. At any time upon demand by Provider, Recipient shall, and represents that any Recipient Representative that it provided Confidential Information to shall, destroy or return to Provider, all Confidential Information and all copies, extracts, analyses, additional works and reproductions of the Confidential Information created by Recipient or Recipient Representatives as soon as is reasonably possible. Recipient agrees to promptly provide Provider with written certification of its satisfaction of the terms of this Section 8.

10. No Removal of Markings. Recipient agrees that it shall not and represents that any Recipient Representative that it provided Confidential Information to shall not, remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from the Confidential Information, or authorize any third party to do any of the foregoing.

11. Remedies. Recipient acknowledges that any failure to carry out any obligation under this Agreement, or a breach by Recipient or any Recipient Representatives of any provision herein, will constitute immediate and irreparable damage to Provider, which cannot be fully and adequately compensated in money damages, and which will warrant preliminary and other injunctive relief, an order for specific performance, and/or other equitable relief. Recipient agrees that no bond or other security shall be required in obtaining such equitable relief, and hereby consents to the issuance of such injunction, the ordering of specific performance and/or any other equitable relief requested by Provider. Recipient further agrees that any action to enforce this Agreement shall be brought in State Court located in Chester County, Pennsylvania, and Recipient expressly consents to the jurisdiction and venue of that court. Such remedies listed in this Section shall not be deemed to be Provider's exclusive remedies but shall be in addition to all other remedies available at law or equity to Provider. Recipient further acknowledges that the limitations contained herein are reasonable and necessary for the protection of Provider's interests. In the event that an action is brought by Provider to enforce this Agreement, Recipient agrees to fully reimburse Provider for all reasonable attorneys' fees, costs and expenses incurred by Provider in bringing or defending the action.

12. Miscellaneous. No amendment shall be made to this Agreement unless agreed upon in writing and executed by Provider. If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect. This Agreement is not assignable or transferable (whether by merger, operation of law or otherwise) by Recipient. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. This Agreement sets forth the entire understanding of the parties to this Agreement regarding the subject matter hereof and supersedes all prior agreements, arrangements, communications, representations, and warranties, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be executed in electronic or other similar form and such will be treated as an original for all purposes.

The undersigned has executed this Non-Disclosure Agreement as of the date first written above.

Recipient:

Signature

Printed Name

Company

Title

Address

City/State/ZIP

Phone

Email