**Mutual Non-Disclosure Agreement**

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| Advantus Corp.  12276 San Jose Blvd.  Suite 618  Jacksonville, FL 32223  Tel: (904) 482-0091  FAX: (904) 482-0099 | **Company:** Click or tap here to enter text.  Click or tap here to enter text.  Click or tap here to enter text.  Click or tap here to enter text. |

Each of the parties named above, for itself and its affiliates, in consideration of the mutual covenants of this Agreement, hereby agrees as follows:

1. In connection with ongoing discussions between Advantus and **Company** concerning possible transactions ("Transactions"), each party to this Agreement may disclose certain proprietary and confidential information to the other party on a confidential basis. Such proprietary or confidential information (“Confidential Information”) includes without limitation all technical or non-technical information; financial, accounting, or marketing data; business plans, analyses, forecasts, predictions, or projections; intellectual property, trade secrets, or know-how; personal, member, or account information of end users; and reports, analyses, studies, or other materials containing or based upon Confidential Information. Confidential Information may be disclosed orally or in writing or other tangible or electronic form and, if disclosed in tangible or electronic form, may take the form of documentation, drawings, specifications, software, technical, or engineering data, or other physical or electronic writings. Any disclosure in tangible or electronic form shall be marked as confidential with the name of the owner and any oral disclosure shall be identified as confidential at the time of disclosure and shall be confirmed in a writing as confidential within thirty days after the oral disclosure; however, the failure to so mark or identify and confirm a disclosure as confidential shall not cause it to be non-confidential if the receiving party knew or reasonably should have known that it was the type of information which is considered Confidential Information.
2. "Representatives" means, as to either party, its affiliates and the respective directors, officers, employees, attorneys, accountants, consultants, and other agents and advisors of such party or of the affiliates of such party. An affiliate shall be an entity which, either directly or indirectly, controls, is controlled by or is under common control with a party to this Agreement. Each party shall be responsible for any breach of this Agreement by its respective Representatives and shall take all reasonably necessary measures to restrain its Representatives from the unauthorized disclosure or use of Confidential Information.
3. Each party to this Agreement agrees to hold the nature of this relationship confidential and will not disclose, communicate, notify, inform or discuss this relationship with existing or potential customers.
4. The existence and terms of this Agreement, and the fact and substance of all discussions or correspondence relating to the Transactions, including the identification of either party by name or identifiable description, shall be deemed Confidential Information of both parties and shall not be disclosed by either party without the consent of the other party.
5. This Agreement shall become effective as of the date on which it is first executed below ("Effective Date"), and shall cover all Confidential Information disclosed in connection with the Transactions before or after the Effective Date. Unless terminated by either party upon ten (10) days prior written notice to the other party, this Agreement shall continue for a period of three (3) years from the Effective Date. Upon termination or expiration of this Agreement, the parties’ obligations with respect to all Confidential Information disclosed under this Agreement shall survive for an additional two (2) years.
6. With respect to Confidential Information disclosed under this Agreement, unless otherwise mutually agreed upon in writing, the receiving party and its Representatives shall:
7. hold the Confidential Information in confidence, exercising a degree of care not less than the care used to protect its own confidential or proprietary information from disclosure, and in no event less than a reasonable degree of care;
8. restrict disclosure of the Confidential Information solely to those Representativeswith a need to know and not disclose it to any other person;
9. advise those Representatives with access to the other party’s Confidential Information of their confidentiality obligations with respect to the Confidential Information; and
10. use and/or reproduce the Confidential Information only in connection with and where necessary for the Transactions.
11. Confidential Information shall be deemed the property of the disclosing party and each party retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to the other party. Within ten (10) days after receipt of a written request from the disclosing party, the receiving party shall return to the disclosing party (or destroy and certify the destruction thereof) all Confidential Information in tangible or electronic form that is in the receiving party’s possession, custody, or control, except for a copy of any portion thereof required to meet legal requirements for record keeping.
12. Confidential Information does not include information that:
13. was known to the receiving party free of any confidentiality obligation prior to receipt of such information from the disclosing party;
14. is or becomes publicly available by means other than unauthorized disclosure;
15. is developed by or on behalf of the receiving party independent of any Confidential Information furnished under this Agreement; or
16. is received from a third party whose disclosure does not violate any confidentiality obligation owed, directly or indirectly to the other party to this Agreement or its affiliates.

The parties further agree that if the disclosing party discloses information regarding a product to the receiving party and the receiving party is also developing a product that is similar, then the receiving party may continue with its development of the similar product without restriction and the information disclosed about the product is not Confidential Information.

1. This Agreement and the disclosure of Confidential Information hereunder shall not constitute or imply any promise or intention to make any purchase or use of products, facilities, or services by either party or its affiliates, or any commitment by either party or its affiliates with respect to any present or future transaction. If the parties subsequently enter into binding commitments relating to the Transactions, such commitments shall be explicitly stated in a separate written agreement executed by both parties. The parties affirm that any discussions, correspondence, and other activities hereunder shall not be construed as forming a contract relating to the Transactions or any other transaction without execution of such separate written agreement.
2. Each party acknowledges that neither party makes any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information, and agrees to assume full responsibility for all conclusions it may derive from the Confidential Information disclosed to it. Each party expressly disclaims any and all liability that may be based, in whole or in part, on any Confidential Information disclosed by it, errors therein, or omissions therefrom.
3. If the receiving party or its Representatives (a) need to make disclosures of Confidential Information for securities law purposes, or (b) are required by law, regulation, government agency or court order, discovery request, subpoena, or civil investigative demand to disclose any Confidential Information, in the case of (a) the receiving party shall provide the disclosing party with prompt written notice so that the disclosing party can work with the receiving party to limit the disclosure to the greatest extent possible consistent with legal obligations (provided that disclosure of the name of the other party shall never be made without that party's prior written consent); or in the case of (b) the receiving party shall use reasonable efforts to minimize such disclosure and to obtain an assurance that the recipient shall accord confidential treatment to the Confidential Information, and shall notify the disclosing party contemporaneously of such disclosure.
4. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed, or under any trademark, patent, trade secret, copyright, or any other intellectual property right of either party. Disclosure of any Confidential Information shall not constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other of any kind, especially with respect to the non-infringement of trademarks, patents, trade secrets, copyrights, or any other intellectual property right. Each party shall comply with any and all export laws and regulations applicable to the Confidential Information.
5. This Agreement shall be governed by and construed in accordance with the local laws of the State of Florida without regard to conflict of laws principles.
6. This Agreement constitutes the entire understanding and supersedes all prior agreements between the parties with respect to Confidential Information provided in connection with the Transactions and binds each party with respect to all Confidential Information disclosed hereunder prior to the termination or expiration of this Agreement. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf as of the Effective Date.

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| **Advantus, Corp.**  By: Click or tap here to enter text.  Name:Click or tap here to enter text.  Title: Click or tap here to enter text.  Date: Click or tap to enter a date. | **Company:**Click or tap here to enter text.  By: Click or tap here to enter text.  Name:Click or tap here to enter text.  Title: Click or tap here to enter text.  Date:Click or tap to enter a date. |