

## Confidentiality Agreement Acknowledgment

**Disclosing Party:** The Mitigation Banking Group, Inc. (“Disclosing Party”)

**Receiving Party:** The user submitting this form (“Receiving Party”)

### Effective Upon Form Submission

By checking the box below, the Receiving Party agrees to the following:

**1. Purpose of Disclosure**

The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the purpose of evaluating a potential transaction related to the sale, acquisition, or other disposition of a mitigation bank.

**2. Definition of Confidential Information**

“Confidential Information” means all oral and written information, data, reports, analyses, compilations, studies, and documents (including electronic records) provided or made available by the Disclosing Party to the Receiving Party or its representatives that are not generally known to the public and relate to the Disclosing Party’s business, operations, financials, properties, or prospects.

**3. Obligation of Confidentiality**

The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose any such information to any third party, except to employees, agents, or advisors of the Receiving Party who need to know such information and are bound by similar confidentiality obligations.

**4. Permitted Use**

The Receiving Party agrees to use the Confidential Information solely for the purpose stated above and not for any other purpose, including competitive use or personal gain.

**5. Exclusions from Confidential Information**

Confidential Information shall not include information that:

- Is or becomes publicly known through no fault of the Receiving Party;
- Was already known to the Receiving Party prior to disclosure by the Disclosing Party;
- Is lawfully obtained by the Receiving Party from a third party not under an obligation of confidentiality;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

**6. Return or Destruction**

Upon request by the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, including any copies or derivatives thereof.

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### 7. No License or Obligation

This agreement shall not be construed as granting any license or other rights to the Receiving Party, nor does it obligate either party to proceed with any transaction.

### 8. Legal Remedies

The Receiving Party acknowledges that a breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be insufficient. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and specific performance in the event of such breach, in addition to any other remedies available at law.

### 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

### 10. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral.

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*By checking this box, I acknowledge that I have read, understood, and agree to the terms of this Confidentiality Agreement as outlined above.*