



## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this “Agreement”) shall govern the conditions under which we (“Recipient” or “we” or “us” or “our”) have agreed to discuss a possible transaction known as Project Proficare (the “Potential Transaction”) a childcare and early education company, serving The Greater Tampa Bay area (the “Company”), whose name shall be disclosed upon our execution hereof. Company and Recipient may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. As a condition to such discussions, we agree to keep strictly confidential all information conveyed by the Company or the Company’s “Representatives” (as defined below), including Vision Point Capital, Inc. (“VPC”), to us or such information conveyed in connection with the Potential Transaction by or on our behalf to our “Representatives” (as defined below) and in whatever form, whether written or oral, hereinafter referred to as the “Confidential Information,” and to refrain from using the same except as provided below. The Company and the Company’s Representatives agree to keep strictly confidential all information conveyed by the Recipient or the Recipient’s Representatives in connection with a Potential Transaction. A Party’s “Representatives” shall mean all of the Party’s subsidiaries and affiliates and its and their respective officers, directors, employees, members, debt financing sources, attorneys, accountants, consultants, agents, investors, co-investors and financial advisors. Recipient’s “Representatives” shall be further defined to mean only those of its Representatives to whom the Confidential Information has been or hereafter is provided.
2. This Agreement will confirm our agreement to retain in strict confidence all Confidential Information, unless such information (i) is, was or becomes available to us or our Representatives from a source other than the Company or the Company’s Representatives, provided that such other source is not known by us to be in violation of any other obligation of confidentiality or nonuse, (ii) was or becomes available to the public from a source other than us or our Representatives, or (iii) is independently developed by us or our Representatives without the use of or reference to any Confidential

Information. We will use such Confidential Information only in connection with our consideration of whether to enter into the Potential Transaction with the Company and, except as otherwise expressly permitted herein, will not otherwise use it in our business or disclose it to others. We shall have the right to communicate the Confidential Information to our Representatives assisting with the Potential Transaction, provided that each such person shall be directed to abide by the terms of this Agreement. We hereby agree that we will be responsible for any breach of any provision of this Agreement by our Representatives except that the non-solicitation provision shall not apply to any of our Representatives who are debt financing sources, attorneys, accountants, consultants, agents and financial advisors (collectively, our “Professional Advisors”) so long as such Professional Advisors are not acting on our behalf with respect to the restrictions set forth therein. We agree to direct all requests for information to VPC. We agree not to initiate, contact, or engage in discussions with any employee, customer, or supplier of the Company regarding the Potential Transaction without the prior written consent of the Company, the Company’s legal counsel, or VPC. We agree that, without prior written consent of the Company and except in accordance with the provisions set forth in this Agreement with respect to a “Required Disclosure” (as defined herein), we will not disclose to any other person that we have received Confidential Information, that we are in discussions or negotiations with the Company as to the Potential Transaction, or that the Company is considering the Potential Transaction.

For a period of two (2) years from the date of this Agreement, we and our Representatives (excluding our Professional Advisors so long as such Professional Advisors are not acting on our behalf with respect to the restrictions set forth in this paragraph 3) agree not to directly or indirectly solicit for employment or employ any Employees of the Company, other than through a public general advertisement or through the use of search firms (in each case not directed at, or targeted to, Company or any of the Company’s Employees). “Employees” shall be defined as any employee of the Company with whom we or any of our Representatives have direct contact or who becomes known to us or any of our Representatives in connection with the Potential Transaction.

3. We acknowledge that neither the Company nor any of the Company’s Representatives makes any representation as to the accuracy or completeness of such Confidential Information and that neither the

Company nor any of the Company's Representatives shall have any liability to us as a result of our reliance on or use of such Confidential Information. We agree that, until a definitive acquisition agreement is executed between us and the Company, the Company has no legal obligation of any kind whatsoever with respect to any transaction (including the Potential Transaction) by virtue of this Agreement or otherwise. Notwithstanding the preceding sentence, nothing in this Agreement shall prohibit the enforcement of any binding terms of an executed letter of intent or any other definitive written agreement between us and the Company.

4. We acknowledge that (i) the Company and VPC will conduct the process for the Potential Transaction in their sole discretion (including, without limitation, negotiating with any prospective party and entering into definitive agreements without prior notice to us or any other person), (ii) any procedures relating to the Potential Transaction may be changed at any time without notice to us or any other person, (iii) the Company shall have the right, in its sole discretion, to reject or accept any potential party, proposal, or offer, and to terminate any discussions and negotiations, at any time and for any or no reason, and (iv) we shall have no claims whatsoever against the Company or the Company's Representatives (including VPC) arising out of or relating to such actions.
5. Promptly upon a written request by or on behalf of the Company, we agree to destroy (and we shall confirm all such destruction in writing by an authorized signatory) all Confidential Information in our or our Representatives' possession or to which either we or our Representatives have access.
6. We may disclose Confidential Information to the extent requested or required by any law, regulation, or legal, regulatory, or judicial process or proceeding or by the rules of any recognized stock exchange, but we will provide prompt advance written notice (to the extent legally permissible and if circumstances permit) to the Company prior to disclosing any Confidential Information and cooperate with any attempt by the Company (at the Company's sole cost and expense) to obtain confidential treatment thereof. Disclosures pursuant to this paragraph are herein referred to as a "Required Disclosure."
7. We acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement and that, as a remedy for any such

breach, the Company shall be entitled to seek specific performance, injunctive, and/or other equitable relief. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement. In addition to the Company's other rights hereunder, the Company retains all rights and remedies the Company may have under applicable law. In the event of litigation in relation to this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable costs and expenses (including reasonable attorneys' fees) associated with the litigation upon receipt of a final judgment from a court of competent jurisdiction.

- 8. This Agreement and all matters arising from or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of law principles thereof.
- 9. We agree and acknowledge that this Agreement cannot be amended or terminated, and no provision may be waived or modified, without the written consent of both Recipient and the Company.
- 10. The obligations under this letter shall terminate on the earlier of (a) one year following the date hereof or (b) the signing of a definitive agreement with respect to a transaction between us and the Company (which shall not include a letter of intent).

The undersigned is duly authorized to bind us to this Agreement.

Company Name:

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Signer Name:

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Signature:

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Title:

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Date:



**Transcend The Transaction**

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