MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated: _____. **BETWEEN**:

CAMEL MANUFACTURING COMPANY, having an address of 176 Luther Seiber Ln, Pioneer, TN 37847.

(the "**Company**")

AND:

_____,

having an address of _____

_____

(the "**Counterparty**")

WHEREAS:

A. In connection with discussions concerning the potential provision of, and the actual provision of, products or services by the Company or the Counterparty to the other (the "**Purpose**"), and on the basis that the Company and the Counterparty (collectively, the "**Parties**") will enter into an agreement such as this Agreement, each Party (a "**Disclosing Party**") has disclosed or may disclose certain Confidential Information to the other Party (a "**Receiving Party**"); and

B. The Parties wish to enter into this Agreement regarding the disclosure, treatment and use of the Confidential Information.

NOW THEREFORE, in consideration for the disclosure of Confidential Information by each of the Parties to the other, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), the Parties covenant and agree with each other as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

Whenever used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms will have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by or is under direct or indirect common Control with such Person, and includes any Person in like relation to an Affiliate;

(b) "**Agents**" means the Receiving Party's directors, officers, managers, employees, legal counsel, accountants, affiliates, successors-in-interest, and other advisors, provided that such Persons have a need to know Confidential Information of the Disclosing Party for the purpose of assisting or advising the Receiving Party in connection with the Purpose;

(c) "**Available Information**" means information that: (i) is or becomes available to the public other than as a result of disclosure by the Receiving Party or any of its Agents in violation of this Agreement; (ii) is or becomes available to the Receiving Party or any of its Agents on a non-confidential basis from a source other than the Disclosing Party, unless such Person knows that such source is prohibited from disclosing the information to such Person by a contractual, fiduciary or other legal obligation to the Disclosing Party; (iii) was known to the Receiving Party or

any of its Agents on a non-confidential basis prior to its disclosure to the Receiving Party; or (iv) was independently developed by the Receiving Party or any of its Agents without the use of any Confidential Information of the Disclosing Party;

(d) "**Business Day**" means any day other than a day that is a Saturday, a Sunday or a day on which banks are not generally open for business;

(e) "**Confidential Information**" means all information that is in the possession or control of the Disclosing Party relating to the Disclosing Party or its Affiliates and to the Disclosing Party's or its Affiliates' businesses, affairs, operations, assets, liabilities, prospects or plans, including:

(i) financial information, including information relating to the financial conditions, results of operations, businesses or prospects of the Disclosing Party or its Affiliates;

(ii) business plans, strategic plans, business activities, notes, data, memoranda, marketing, manufacturing, employee and internal personnel information, supplier information, customer lists, products, designs, discoveries, systems, improvements, inventions, works of authorship, algorithms, drawings, compilations of information and analyses, methods, processes, techniques, specifications and source code listings, improvements and ideas (whether or not patentable or copyrightable), pending patent applications and legally recognized proprietary rights (including patents, copyrights, trade-marks, trade names, topographies, know-how and trade secrets) and all other intellectual property and property rights related to the business operations of the Disclosing Party or its Affiliates or to actual or demonstrably anticipated research or development by the Disclosing Party or its Affiliates;

(iii) all other data, documents and other material related to the Disclosing Party or its Affiliates; and

(iv) other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential),

excluding, for certainty, any information that is Available Information;

(f) "**Control**" means the direct or indirect power of a Person to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise;

(g) "**Governmental Agency**" means any (i) multinational, federal, provincial, territorial, state, municipal, local or other government, governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) subdivision or authority of any of the foregoing or (iii) *quasi*-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(h) "**Laws**" means all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, orders of Governmental Agencies, policies, guidelines and general principles of common and civil law and equity;

(i) **"Person**" means any individual, corporation, limited liability company, unlimited liability company, body corporate, general partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, private equity fund, trust, trustee, executor, administrator, legal personal representative, estate, Governmental Agency or any other form of entity or organization, whether or not having legal status; and

(j) "**Working Papers**" means all analyses, compilations, notes, records, studies, summaries and other documents prepared by the Receiving Party or any of its Agents that use, contain, reflect, analyze or review any Confidential Information of the Disclosing Party.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into recitals, articles, sections, subsections, paragraphs and clauses, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 Number, Gender and Other Terms

In this Agreement, unless the context otherwise requires, (a) any reference to gender will include both genders and the neutral gender "it", (b) words importing the singular number will include the plural and *vice versa*, (c) "**or**" will not be exclusive, (d) "**including**" will not be limiting whether or not non-limiting language (such as "without limitation") is used with reference thereto and (e) the words "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement as a whole and not to any particular portion of it.

1.4 Cross-References

Unless otherwise indicated, any reference in this Agreement to a recital, article, section or other subdivision is to the specified recital, article, section or other subdivision of this Agreement.

1.5 References to Persons

Unless the context otherwise requires, any reference in this Agreement to a Person includes such Person's legal representatives, heirs, executors, successors and assigns, as applicable.

1.6 Actions on Non-Business Days

If any action (including the giving of notice) is required to be taken pursuant to this Agreement on a day that is not a Business Day, then such action will be considered to have been taken in compliance with this Agreement if taken on the next succeeding Business Day.

1.7 Time of Essence

Time will be of the essence of every provision of this Agreement and no extension or variation of this Agreement will operate as a waiver of this provision.

1.8 Governing Law

This Agreement will be governed by and construed, interpreted and enforced in accordance with the Laws of the State of Tennessee and the federal Laws of the United States applicable therein (without reference to conflicts of laws principles).

1.9 Severability

If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other provision of this Agreement and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

1.10 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

ARTICLE 2
DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

2.1 Disclosure of Confidential Information

Each Party agrees to provide the other Party with such Confidential Information of the Disclosing Party as is reasonably necessary in connection with the Purpose, on the condition that such Confidential Information is used, treated and disclosed solely in connection with the Purpose and in accordance with this Agreement.

2.2 Information Subject to Agreement

Each Party acknowledges and agrees that any Confidential Information of the other Party obtained by it before or after the date of this Agreement will be subject to the terms and conditions of this Agreement.

2.3 Ownership of Confidential Information

Each Party acknowledges that the Confidential Information of the other Party will remain the property of the Disclosing Party unless the Receiving Party acquires such Confidential Information pursuant to a separate, definitive written agreement between the Parties.

2.4 No Liability

Each Party agrees that, except as may be provided in any separate, definitive agreement between the Parties, the Confidential Information of the Disclosing Party has been and will be provided without any representation or warranty from the Disclosing Party with respect to any such Confidential Information and there will be no liability on the part of the Disclosing Party or any of its directors, officers, employees, agents or advisors with respect to any such Confidential Information and any such liability is hereby disclaimed.

2.5 Use of Confidential Information

(a) Each Receiving Party agrees on its own behalf and on behalf of its Agents: (i) not to use or allow the use of any of the Confidential Information of the Disclosing Party for any purpose other than the Purpose; (ii) not to disclose or allow disclosure of any of the Confidential Information of the Disclosing Party, except to Agents in connection with the Purpose; and (iii) at the Receiving Party's option, to promptly deliver to the Disclosing Party or destroy, upon the request of the Disclosing Party, all Confidential Information of the Disclosing Party and all Working Papers, without retaining any copies or extracts thereof, and to confirm to the Disclosing Party that all Confidential Information of the Disclosing Party and all Working Papers have been returned to the Disclosing Party or destroyed, without any copies or extracts thereof being retained.

(b) Notwithstanding section 2.5(a), (i) the obligation to destroy Confidential Information of the Disclosing Party or Working Papers that are contained in electronic backup systems and by their nature cannot be destroyed ("**Electronic Data**") will not apply to such Electronic Data, provided that the Receiving Party and any Person to whom Electronic Data is disclosed under the terms of this Agreement agrees with the Receiving Party not to access such Electronic Data or permit any other Person to access such Electronic Data (other than for data recovery purposes that are not specifically targeted at any Confidential Information of the Disclosing Party or any Working Papers) and (ii) the obligation to destroy Confidential Information of the Disclosing Party or Working Papers will not apply to such Confidential Information or Working Papers that are required to be retained by the Receiving Party or any of its Agents pursuant to Law or any *bona fide* internal document retention policies.

2.6 Safeguards

(a) Each Receiving Party will direct those of its Agents that may acquire Confidential Information of the Disclosing Party to comply with this Agreement and with such reasonable directions as the Disclosing Party may from time to time make to ensure the safeguarding or confidentiality of all Confidential Information of the Disclosing Party, including: (a) preventing any unauthorized use or disclosure of any of such Confidential Information; and (b) advising each of its Agents with a need to know any Confidential Information of the Disclosing Party, before

receiving access to any such Confidential Information, of the obligations of the Receiving Party under this Agreement and directing each such Agent to maintain those obligations.

(b) Each Receiving Party is responsible for and will be liable for any breach of any provision of this Agreement by any of its Agents.

2.7 Copies

Except as reasonably required in connection with the Purpose or to comply with Law, neither Receiving Party will, and each Receiving Party will direct its Agents to not, either directly or indirectly, copy or reproduce any Confidential Information of the Disclosing Party in any manner or medium. Furthermore, each Receiving Party will ensure that all Confidential Information of the Disclosing Party, and all copies thereof, are stored in a secure place while in its possession, custody, charge or control and will direct its Agents to keep all Confidential Information of the Disclosing Party in the possession, custody, charge or control of any of such Persons in a secure place.

2.8 Disclosure Pursuant to Legal Requirements

(a) Nothing in this Agreement will preclude a Receiving Party or any of its Agents from disclosing Confidential Information of the Disclosing Party if such disclosure is required to be made by any Law, provided that such disclosure is made only to the extent of the requirement. If a Receiving Party or any of its Agents is required to make such disclosure: (i) before the disclosure is made, the Receiving Party will notify the Disclosing Party (to the extent practicable and not prohibited by Law) of the requirement to make such disclosure (and the extent of the requirement), so that the Disclosing Party, at the Disclosing Party's sole expense, has the opportunity to seek an appropriate protective order or take any other action that it deems necessary to preserve the confidentiality of the applicable Confidential Information; (ii) the Receiving Party will, and will direct its Agents to, refrain from opposing, and use commercially reasonable efforts to cooperate in the prosecution of, any action by the Disclosing Party to obtain a protective order or other remedy or assurance; (iii) the Receiving Party will take commercially reasonable steps (after consultation with the Disclosing Party and at the Disclosing Party's request and expense) to preserve the confidential nature of the applicable Confidential Information, including requesting that such Confidential Information not be released to third parties or the public and disclosing only that part of the Confidential Information that, upon the advice of its counsel, it is legally compelled to disclose; and (iv) the Receiving Party will provide the Disclosing Party with as much prior notice as is commercially reasonable (and is not prohibited by Law) of the fact and proposed content of any permitted disclosure and will cooperate, to a commercially reasonable extent, in ensuring consistency in disclosure and communications.

(b) Notwithstanding section 2.8(a), neither a Receiving Party nor any of its Agents will be required to provide notice or seek consent to disclose any Confidential Information of a Disclosing Party in connection with a routine audit by, or blanket request from, a Governmental Agency that does not specifically reference or target any Confidential Information of the Disclosing Party, the Purpose or this Agreement.

ARTICLE 3
MISCELLANEOUS

3.1 Term

This Agreement will remain in full force and effect for three years from the date hereof.

3.2 Further Assurances

Each of the Parties covenants and agrees that, at any time and from time to time, it will, at its expense and upon the request of the other Party, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all of the terms of this Agreement.

3.3 Notices

(a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to either Party will be in writing and will be sufficiently given or sent or delivered if it is delivered personally or by courier to such Party, sent to such Party by registered mail or sent to such Party by facsimile or email.

(b) Notices, designations, communications, requests, demands or other documents required or permitted to be given or sent or delivered hereunder to either Party will be sent to the address of such Party as set forth on page 1 of this Agreement or to such other address, facsimile number or email address as such Party has, by a notice given in accordance with this section 3.3, communicated to the other Party.

(c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid will:

(i) if delivered personally or by courier as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(ii) if sent by registered mail as aforesaid, be deemed to have been given, sent, delivered and received on the fifth Business Day following the date of mailing, unless at any time between the date of mailing and the fifth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same will be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; or

(iii) if sent by facsimile or email as aforesaid, be deemed to have been given, sent, delivered and received on the date of transmission.

3.4 Waiver

A Party that is entitled to the benefit of this Agreement or any portion hereof may, and has the right to, waive any term or condition hereof at any time, provided, however, that such waiver will only be effective if evidenced by written instrument duly executed and delivered by such Party. A waiver in one circumstance does not create a waiver in any other like or similar circumstance without a separate written agreement signed by the waiving party.

3.5 Remedies

(a) Each Party will indemnify the other Party for any and all damages, costs and expenses, including legal expenses, suffered or incurred by the other Party directly or indirectly as a result of the enforcement by the other Party of this Agreement or a breach by the indemnifying Party (or, in the case of a Receiving Party, any of its Agents) of any of its covenants and obligations contained herein.

(b) Each Party acknowledges and agrees that irreparable damage to the other Party may occur in the event that such Party (or, in the case of a Receiving Party, any of its Agents) breaches any provision of this Agreement and that monetary damages may not be a sufficient remedy for a breach by such Party (or, in the case of a Receiving Party, any of its Agents) of this Agreement. Accordingly, each Party agrees that, in addition to any other remedy to which the other Party may be entitled at law or in equity, the other Party may be entitled to seek injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction.

(c) The rights and remedies of each Party under this Agreement are cumulative, in addition to and without prejudice to any other rights or remedies available to that Party at law, in equity or otherwise, and unless otherwise specified, no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

3.6 Amendments

No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

3.7 Assignment

Neither Party may assign this Agreement or any right or obligation contained in this Agreement, by operation of law or otherwise.

3.8 Enurement

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

3.9 Execution and Delivery

This Agreement may be executed in counterparts and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

3.10 Independent Legal Advice

Each Party has been advised to obtain independent legal advice with respect to this Agreement and has done so or has considered doing so and, in its sole judgment, has decided that it is not necessary.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

COMPANY: CAMEL EXPEDITIONARY

Name: Frank Bakirdan

Title: EVP

Per: Frank Bakirdan
Authorized Signatory

COUNTERPARTY: *Party has signed digitally via website (On File)*

Name:

Title:

Per: _____
Authorized Signatory