

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective immediately, by and between **MONARCH GROUP RE LLC** ("Broker") and _____ ("Recipient").

1. Confidential Information.

Broker has disclosed and proposes to disclose certain confidential and proprietary information related to a Tractor Supply Development(s) (the "Confidential Information") to Recipient. Confidential Information shall include, but is not limited to, all data, materials, products, specifications, manuals, business plans, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Broker. Nothing herein shall require Broker to disclose any of its information.

2. Recipient's Obligations.

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Broker and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Broker, and shall disclose it only with the prior written approval of the Broker to any third party, agent, person and/or entity. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Broker to any other party whatsoever except with the specific prior written authorization of Broker.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Broker, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient.

3. Term.

The obligations of Recipient herein shall be effective for a period of one (1) year from the date Broker last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Broker and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. No Publicity.

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Broker.

5. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

6. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

7. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by Federal Express overnight delivery services.

If to Broker:

MONARCH GROUP RE LLC
118 N. Royal St. Ste. 708
Mobile, Alabama 36602

If to Recipient:

8. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

9. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2017.

Broker;

Recipient;
