



Giant Oil, Inc.
(including all affiliate companies)

Confidentiality Agreement

The purpose of this Agreement is to protect the confidentiality of information shared in connection with preliminary discussions and/or negotiations between the parties pending a formal written agreement. No non-public personal information about Giant Oil, Inc. or any of its affiliates, is to be shared in any manner whatsoever.

In order to protect the confidential information of Giant Oil, Inc., and their wholly owned affiliates and related entities (individually and collectively "Giant"), all with an office at 1806 N. Franklin Street, Tampa, FL 33602, which may be disclosed to or obtained by _____ ("Recipient"), during discussions or negotiations between the parties in connection with the possible agreement with Recipient for one or more opportunities for the good and valuable consideration of having the opportunity to enter in the Transaction, the Recipient hereby agrees to and enters into this confidentiality agreement ("Agreement").

1. Definition of Confidential Information.

a. "Confidential Information" shall mean all information of Giant, whether in oral, written, graphic or machine-readable form, including without limitation, specifications, operations, or systems manuals, decision processes, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, information about customers, proprietary ideas, concepts, know-how, methodologies, and all other information related to Giant's business and/or the business of any of its affiliates. Confidential Information shall also include (i) all notes, analyses, studies prepared by or for Recipient or its Agents incorporating Giant's Confidential Information; and (ii) information of a third party that either party discloses to the other.

b. Confidential information shall include information that: (i) is in the public domain at the time of its use or disclosure through no fault of Recipient in receiving the Confidential Information; (ii) was lawfully in the possession of or demonstrably known by Recipient prior to its receipt from Giant; (iii) is independently developed by Recipient without the use of or reference to Giant's Confidential Information, (iv) becomes known by Recipient from a third party that is not subject to an obligation of confidentiality to Giant.

2. Protection, Use and Ownership of Confidential Information.

a. Recipient shall maintain the confidentiality of the Giant's Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information, but no less than a reasonable standard of care. Recipient shall not (i) transfer or disclose any of Giant's Confidential Information to any third party; (ii) use any of Giant's Confidential Information for any purpose other than in connection with the Transaction; or (iii) take any other action with respect to Giant's Confidential Information inconsistent with the confidential and proprietary nature of such information. Notwithstanding clause (i) of this paragraph, Recipient may disclose Giant's Confidential Information to the agents, officers, directors, employees, affiliates, consultants, attorneys, accountants, agents or other representatives of Recipient (each a "Representative") who have a "need to know" status regarding such Confidential Information for the sole purpose of assisting Recipient in the Transaction. Recipient shall cause each representative to

comply with the terms of this Agreement and assume full responsibility for any breach of the Agreement caused by a Representative.

b. Recipient may disclose Giant's Confidential Information if it is required by the binding order or formal written request of a government agency or a court of competent jurisdiction ("Order"), provided that any such disclosure is only to the extent necessary to comply with the Order and that recipient has given Giant prompt notice of receipt of the Order so that Giant will have an opportunity to contest it or seek a protective order as necessary,.

c. Giant may demand in writing at any time that Recipient return or destroy any of Giant's Confidential Information, including notes and copies, within its possession or control or in the possession or control of its Representatives. Recipient shall comply with this request within ten (10) days after receipt of the notice and provide written certification to Giant that it has returned or destroyed all Confidential Information as requested.

d. All Confidential Information shall remain the property of Giant. No rights or licenses of any kind are granted by this Agreement except the right to use such information in accordance with the terms of this Agreement.

3. Term. Recipient's duties under this Agreement will continue for a period of three years (3) from the date this Agreement is executed by the Recipient.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its choice of laws principles. RECIPIENT UNCONDITIONALLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE CONFIDENTIAL INFORMATION.

5. Equitable Relief. Recipient acknowledges that a breach of its obligations under this Agreement may, as determined by a court of competent jurisdiction, result in irreparable and continuing damage to Giant for which monetary damages may not be sufficient, and agrees that Giant will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief s may be proper from a court of competent jurisdiction.

6. Amendment. Except for the Transaction, this Agreement supersedes all prior agreements and understanding, and constitutes the complete agreement and understanding, between the parties with respect to the confidentiality of the information shared by Giant. No amendment or modification to this Agreement shall be valid unless in writing signed by an authorized representative of each party.

7. Non-Waiver. Any forbearance or delay on the part of Giant in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of the right of enforcement in the future.

8. Severability. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal, or unenforceable provision.

9. Assignment. Recipient shall not assign its rights or obligations under this Agreement.

10. Execution. Recipient warrant that it has the authority to enter into this Agreement and that this Agreement is being given by Recipient as part of its consideration for the Transaction.

Recipient

Company Name

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTACT INFORMATION

Contact Name: _____

Company Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Cell Phone Number: _____ Alternate Number: _____

Email Address: _____

FOR PARTNER OR SPOUSE:

Contact Name: _____

Company Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Cell Phone Number: _____ Alternate Number: _____

Email Address: _____