

MAYO SURGICAL, LLC

AND

**SUN PEAKS MANAGEMENT, INC,
SURFSAFE
MICHAEL ADAMSON, MARK ADAMSON AND AFFILIATES**

CONFIDENTIALITY AGREEMENT

May 22, 2014

BETWEEN:

**(1) MICHAEL ADAMSON, MARK ADAMSON, SUN PEAKS MANAGEMENT, INC.,
SURFSAFE and AFFILIATES**

(Disclosing Party)

**(2) MAYO SURGICAL, LLC of 600 Chastain Road, Suite 200
Kennesaw, GA 30152**

(Receiving Party)

RECITALS

- (a) The parties wish to evaluate the development of a web based portal software application to process clinical patient information which is HIPAA compliant in the United States of America and for such purpose Disclosing Party may need to disclose to Receiving Party Confidential Information relating to products, processes and businesses.
- (b) Disclosing Party is willing to provide the certain Confidential Information to Receiving Party for the purpose of creating a business relationship, namely creating a web based software application for providing automated client input and client processing of medical claims and other information needed to assist clients and their attorneys in claims management that is HIPPA compliant.
- (c) The parties wish to protect the Confidential Information provided by Disclosing Party to Receiving Party by the mutual undertakings set out below.
- (d) The Parties agree and understand that the Confidential Information includes commercially valuable trade secrets held by Disclosing Party, and Receiving Party acknowledges that Receiving Party's disclosure to a third party of any information relating to the information, in violation of this Agreement, will likely result in irreparable harm to the present and future business interests of Disclosing Party.

AGREEMENT

1. DEFINITIONS

1.1 "Confidential Information" means information provided to or obtained by Receiving Party concerning the products, processes or businesses of the Disclosing Party, or of the Disclosing Party's associates, in any form (including documents and information on other media), including (but not limited to) commercial, financial, sales, marketing, production or technical information, but excluding information:

1.1.1 that is or becomes generally publicly known through no wrongful act on Receiving Party's part;

1.1.2 that is already known to Receiving Party without a third party's disclosure restriction at the time of disclosure as evidenced by written documents;

1.1.3 that is rightfully received by Receiving Party from a third party without breach of this Agreement;

1.1.4 that is furnished to a third party by Disclosing Party without a duty of confidentiality;

1.1.5 that was independently developed without access to any Confidential Information by employees of Receiving Party; or

1.1.6 that is explicitly approved for release by written authorization of Disclosing Party.

For the avoidance of doubt, Confidential Information shall include any information provided by Disclosing Party regarding brewing techniques, technical specifications or data relating to market opportunities and route to market.

2. CONFIDENTIALITY

2.1 Receiving Party will keep confidential Disclosing Party's Confidential Information and will:

2.1.1 not disclose it to any third party;

2.1.2 not use it for any purposes except the evaluation of a possible contract between the parties;

2.1.3 not copy it without the Disclosing Party's written permission;

2.1.4 disclose it only to such of its employees as need to know the information and are bound to the Receiving Party by written obligations of confidence which cover the Confidential Information;

2.1.5 take all necessary precautions for its security;

2.1.6 obey the Disclosing Party's directions in relation to it, and will return it (including all copies) to the Disclosing Party upon request; and

2.1.7 be liable for any breach of the terms of this agreement by its own or its associates, employees, ex-employees or any other person to whom it is disclosed as if such persons were parties to this Agreement.

2.2 Restricted Use:

2.2.1 Receiving Party shall restrict use of Confidential Information to only the aforesaid purpose.

2.2.2 Receiving Party agrees to retain the Confidential Information in confidence for perpetuity or until it no longer qualifies as Confidential Information under Section 6.

2.2.3 Receiving Party agrees to use the highest degree of care, and no less than a reasonable degree of care, to limit dissemination of the Confidential Information.

2.2.4 Receiving Party agrees to segregate all materials containing Confidential Information from the confidential materials of others in order to prevent co-mingling.

3. INTELLECTUAL PROPERTY RIGHTS

Save as expressly agreed in writing by the parties to the contrary, Receiving Party shall not acquire any right, title or interest in or to any intellectual property rights of the Disclosing Party whether subsisting in the Disclosing Party's Confidential Information or otherwise. For these purposes, "intellectual property rights" shall include (but shall not be limited to) copyright, design right, trade marks, patents and other rights of a similar nature.

4. PUBLICITY

Neither party will make any communication to the press or other media or any publication of its relationship or discussion with the other without the express written agreement of the Managing Director of the other party or his authorized representative.

5. OBILIGATORY DISCLOSURE

5.1 The obligations set out in Section 2 above will not be applicable to the extent that Receiving Party is required by any court, governmental agency, stock exchange or other competent authority to disclose Confidential Information of the Disclosing Party.

5.2 If Receiving Party is subject to such a requirement, Receiving Party will promptly notify the Disclosing Party to enable Disclosing Party to seek an appropriate protective order or remedy and will co-operate with the Disclosing Party in taking such steps.

5.3 Receiving Party subject to such a requirement will only disclose such Confidential Information as it is advised by its legal advisers that it is obliged to disclose.

6. TIME

This Agreement shall commence as of the date of the last signature below, and shall continue for three (3) years ("Initial Term") and shall automatically renew for one year periods thereafter, unless earlier terminated by either party. Either party may terminate this Agreement after the Initial Term at any time by giving written notice to the other party.

Notwithstanding termination or expiration, the following Sections and clauses shall survive and continue to bind Receiving Party: Sections 3 and 7 to 9, and those other clauses that survive by their very nature.

7. ENTIRE AGREEMENT

This Agreement may not be modified or amended unless in writing and signed by Disclosing Party and Receiving Party.

8. LEGAL EFFECT

8.1.1 The foregoing covenants of Receiving Party shall be deemed severable, and the invalidity of any covenant shall not affect the validity or enforceability of any other covenant. If any provision of this Agreement, or the application of such provision, is invalid, illegal, or unenforceable, under any applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

8.1.2 The Parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in the State of Georgia, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the Parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Georgia or the District Court of the United States, Northern Georgia District; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by certified mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the state. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia without regard to principles of conflicts of laws.

8.1.3 This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, discussions, negotiations, understandings, and representations (if any), expressed or implied, pertaining to such subject matter made by and between the Parties.

8.1.4 Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to preliminary and other injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. To the extent permitted by applicable law, such relief shall be available without the necessity of showing actual damages, or of posting a bond.

8.1.5 If either party uses an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as applicable under state and federal law. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by applicable law.

9. Miscellaneous Provisions.

9.1.1 All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding on, inure to the benefit of, and be enforceable by the Parties and their

respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

9.1.2 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but collectively will constitute one and the same instrument.

9.1.3 This Agreement has been negotiated by the parties hereto with opportunity for review by their respective legal counsel. This Agreement accordingly shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

9.1.4 The individuals executing this Agreement warrant that they have full authority to do so on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by their duly authorized representatives who agree to be *personally* bound by this Agreement and represent having the authority to bind Disclosing Party and Receiving Party to this Agreement.

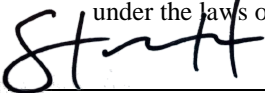
RECEIVING PARTY

MAYO SURGICAL LLC

Stuart Hackworth
Jeff Rimmel

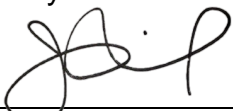
Individually and On Behalf of:

a corporations/partnerships organized
under the laws of GEORGIA

By: 
(Signature)

Stuart Hackworth President & CEO
(Print) (Title)

Date: May 22nd, 2014

By: 
(Signature)

Jeff Rimmel CFO
(Print) (Title)

Date: May 22nd, 2014

DISCLOSING PARTY

Michael Adamson
Mark Adamson
Sun Peaks Management, Inc.
SurfSafe and affiliates

By: _____
(Signature)

(Print)

Date: _____, 2014

By: _____
(Signature)

(Print)

Date: _____, 2014