



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (“Agreement”) is made by and between

with principal place of business at

and **PRODUCT QUICKSTART LLC 197 West Crogan Street, Suite 205 Lawrenceville, GA 30046**. For purposes of this Agreement, the definitions of the Parties shall be deemed to include any parent, subsidiary, affiliate of, or entity under common control with any entity constituting the Parties, and “Representatives” shall mean all of the Parties’ respective directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants and consultants, bankers, investment bankers or other financing sources, and financial advisors).

1. **Purpose.** The Parties are entering into discussions regarding a **potential project for**

(the “Transaction”). The Parties acknowledge that in order to undertake meaningful discussions and investigations about the Transaction, each Party (the “Receiving Party”) will be or has been given access to certain proprietary information relating to or owned by the other Party (the “Disclosing Party”), the confidential nature of which the Disclosing Party desires to protect. The Parties acknowledge the significance of protecting such confidential information during all phases of their potential business relationship, including initial discussions, investigations and negotiations, through the possible performance of the Transaction under the terms of a separate written agreement.

2. **Confidential Information.** The term “Confidential Information” shall mean Information that the Disclosing Party has or will furnish to the Receiving Party relating to the Transaction, whether furnished before or after the effective date of the Agreement, and whether tangible or intangible, and in whatever form or medium provided, such as drawings, specifications, reports, written memoranda or procedures, screens, computer programs, or unwritten information that is disclosed by demonstration or discussion. Such Confidential Information shall include, without limitation, trade secrets, know-how, methods, procedures, plans and strategies, and information relating to customers, business plans, proposed acquisitions, promotional and marketing activities, financial information, technology, manufacturing processes, research developments, designs, inventions and engineering concepts, and any other

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business affairs of the Disclosing Party, as well as all information generated by the Receiving Party or its Representatives that contains, reflects, or is derived from the information furnished by the Disclosing Party to the Receiving Party. In addition, Confidential Information shall include all information that the Receiving Party may obtain by walk-through examination of any of the Disclosing Party's premises.

3. **Use of Confidential Information.** The Receiving Party agrees to use all Confidential Information provided pursuant to this Agreement solely for the purpose of evaluating and performing the Transaction and to hold the Confidential Information in the strictest confidence and as the property of the Disclosing Party and will not disclose any Confidential Information in any manner whatsoever except as expressly permitted herein. The Receiving Party further agrees to restrict access to, and the use, possession, knowledge and development of, the Confidential Information to such its Representatives who have a need to know the Confidential Information for the sole purpose of performing work related to this Agreement.
4. **Exceptions to Obligations.** Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidential nature of any Confidential Information which: (a) was within the Receiving Party's possession prior to its being disclosed by the Disclosing Party, provided that the source of such information was not known or reasonably suspected by the Receiving Party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party with respect to such information; (b) is or becomes generally available to the public at a later date by other than unauthorized disclosure; (c) at any time is received in good faith by the Receiving Party from a source other than the Disclosing Party or any of its Representatives, provided that such source is not known or reasonably suspected by the Receiving Party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party with respect to such information; (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, as proven by collaboration of evidence; or (e) is released for disclosure by the Disclosing Party with its written consent.

Notwithstanding the foregoing, the Receiving Party may disclose that part of the Confidential Information which: (a) it is required to disclose to a United States governmental agency in response to a valid court order or subpoena, but only after the Receiving Party first promptly notifies the Disclosing Party of such order or subpoena to allow the Disclosing Party the opportunity to seek to quash the subpoena or seek a protective order; (b) is necessary to establish the rights under this Agreement; or (c) it otherwise required by law.

5. **Ownership of Confidential Information.** All Confidential Information will remain the sole and exclusive property of the Disclosing Party. Neither this Agreement nor any disclosure of Confidential Information hereunder grants the Receiving Party any right

or license, either express or implied, to the Confidential Information under any trademark, copyright, or patent now or hereafter owned or controlled by the Disclosing Party.

6. **Return of Confidential Information.** Upon request, the Receiving Party will exercise reasonable efforts to return all Confidential Information received in tangible form to the Disclosing Party.
7. **No Obligation.** Unless and until a definitive agreement between the Parties with respect to the Transaction has been executed, neither Party will be under any legal obligation of any kind with respect to the Transaction by virtue of this Agreement. The execution of the Agreement shall not preclude either Party from continuing its independent, ongoing development of technology, products and other business related research and development.
8. **Breach.** The Parties acknowledge and agree that any breach of this Agreement will cause irreparable harm to the Disclosing Party for which monetary damages may be an inadequate remedy or difficult to ascertain. Accordingly, any breach, threatened breach, and/or inaction to compel specific performance of this Agreement will enable the Disclosing Party to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
9. **Term.** This Agreement shall remain in effect for a period of two (2) years from the date of execution by both Parties. The Receiving Party's obligation to protect the Confidential Information disclosed hereunder will survive termination of this Agreement for a period of two (2) years.
10. **Non-Waiver.** No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
11. **General.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns, provided that the Receiving Party may not assign all or a part of this Agreement without the prior written consent of the Disclosing Party. If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not effect any other provision of the Agreement, which shall remain in full force and effect.
12. **Governing Law.** This Agreement shall be construed, and the obligations, rights and remedies of the Parties hereunder shall be governed by the laws of and subject to the jurisdiction of the State of Georgia.

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13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all prior oral or written agreements, arrangements, and understandings related thereto. This Agreement may not be modified or amended except in writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, in consideration for the mutual promises contained herein, the Parties have caused this Agreement to be executed by their authorized representatives.

PRODUCT QUICKSTART LLC

197 West Crogan Street
Suite 205
Lawrenceville, GA 30046

Company: _____

Address:

Signature: _____


Signature: _____

Name: Don Muntner

Date: _____

Title: Principal

Name: _____

Title: _____