

## MUTUAL CONFIDENTIALITY, NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

This MUTUAL CONFIDENTIALITY, NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, between SL3 Consulting LLC (“**SL3 Consulting**”), and \_\_\_\_\_ (“**Company**”).

### RECITALS:

WHEREAS, SL3 Consulting and Company (each of SL3 Consulting and Company is hereinafter individually referred to as a “**Party**,” and are hereinafter collectively referred to as the “**Parties**”) are interested in investigating the advisability of entering into a business transaction (a “**Transaction**”), and the Parties acknowledge that all information, material, ideas and concepts concerning the Transaction are confidential and non-public in nature; and

WHEREAS, each Party owns or has the right to control the use of certain valuable information and ideas that are non-public, confidential and proprietary in nature, and which derive independent economic value from not being generally known or readily ascertainable; and

WHEREAS, either Party is willing to disclose information and ideas (the “**Disclosing Party**”) to the other Party (including the other Party’s affiliated companies, employees, officers, directors, partners, agents, advisors and other representatives) (the “**Receiving Party**”) for the purposes and on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the covenants, promises, understandings, and agreements stated in this Agreement, the receipt and sufficiency of which are acknowledged by the Parties, SL3 Consulting and the Company agree as follows:

1. **Scope and Purpose.** This Agreement sets forth the rights and obligations of the Parties for the use, handling, protection, and safeguarding of Confidential Information (as defined below) disclosed before, on or after the date stated in the preamble, by the Disclosing Party to the Receiving Party in connection with the Parties’ evaluation of potential business arrangements or their discussions of present or future matters under existing or future business arrangements with respect to exploring business opportunities related to fundraising, mergers and acquisitions, partnerships, investments and ventures, or the commercialization of products and solutions, both in the United States and abroad. (the “**Purpose**”).
2. **Confidential Information.** “**Confidential Information**” includes, without limitation, all trade secrets and inventions, confidential and proprietary non-public information, engineering and technical data, business information, and other information that a party does not generally make available to other parties, or that would typically be treated by a prudent person as confidential, including but not limited to, designs, software, hardware, descriptions, drawings, photographs, plans, processes, specifications, strategy, samples, visual demonstration, oral discussions, notes, reports, analyses, and business and financial information. Confidential Information also includes confidential or proprietary information belonging to a third party such as customers or suppliers.
3. **Receiving Party Obligations.** The Receiving Party shall
  - 3.1. protect and safeguard the Disclosing Party’s Confidential Information, with the same degree of care as the Receiving Party uses to protect its own Confidential Information from disclosure but with at least reasonable care;
  - 3.2. not disclose Confidential Information to any third parties without advanced written authorization from the Disclosing Party, except to its employees and representatives, and those of its subsidiaries and affiliates, who have a need to know in order to accomplish the Purpose and who are bound by written company policies of the Receiving Party sufficient to enable it to comply with its obligations under this Agreement; and
  - 3.3. not use the Confidential Information for its own benefit or for the benefit of any other party, except to accomplish the Purpose identified in Article 1 above.
4. **Exclusions from Confidential Information.** Nothing in this Agreement prevents a Receiving Party from using or disclosing Confidential Information that is
  - 4.1. within the public domain other than through the fault or negligence of the Receiving Party;

- 4.2. rightfully known to the Receiving Party prior to any disclosure by the other Party;
  - 4.3. available at the time of disclosure, or thereafter becomes available, to the Receiving Party on a non-confidential basis from a third-party source, provided that the third Party is not prohibited by a contractual obligation to the Disclosing Party from disclosing the Confidential Information; or
  - 4.4. is developed by the Receiving Party independently of the Disclosing Party as supported by the written records of the Receiving Party.
5. **Required Disclosure.** In the event that the Receiving Party becomes legally compelled pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or government agency of competent jurisdiction to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall
    - 5.1. object to disclosing the Confidential Information and immediately provide the Disclosing Party with prompt written notice and cooperate with the Disclosing Party so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; and
    - 5.2. in the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which the Receiving Party is legally required to disclose and shall exercise its best efforts to obtain reliable assurance from the applicable court or agency that confidential treatment will be accorded the Confidential Information.
  6. **Remedies.** Each Party agrees to be responsible to the fullest extent allowed by law if it breaches this Agreement by disclosing Confidential Information of the other Party. The Receiving Party shall immediately notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information of which it becomes aware, and shall immediately take action to prevent further wrongful use or disclosure. The Receiving Party acknowledges that, in the event it breaches this Agreement, money damages would not be sufficient remedy for any such breach, and that the Disclosing Party, in addition to all other remedies provided by law, will be entitled to seek equitable relief, including injunctive relief and specific performance. The Disclosing Party will also be entitled to recover from the breaching Party any reasonable attorneys' fees and other costs incurred to enforce its rights under this Agreement and remedy any breach. The Parties agree that punitive damages will not be allowed for any breach of this Agreement.
  7. **No License.** Confidential Information is and will remain the property of the Disclosing Party, and the Disclosing Party does not grant any license or rights to the Confidential Information except as allowed in this Agreement. This Agreement does not obligate a Party to disclose Confidential Information, and a Party is not prohibited from disclosing its own Confidential Information to any other party.
  8. **Term.** The term of this Agreement commences on the date stated in the preamble, and it expires five (5) years from that date. Despite the preceding sentence, this Agreement may be terminated by either Party upon thirty (30) days prior written notice. Notwithstanding anything stated to the contrary in this Agreement, each Party's rights and obligations under this Agreement survive any expiration or termination of this Agreement for a period of ten (10) years from the date of that expiration or termination, even after the return or destruction of Confidential Information by the Receiving Party.
  9. **Return and Destruction of Confidential Information.** Upon expiration or earlier termination by either Party, at the Disclosing Party's written request, the Receiving Party shall within thirty (30) days securely destroy or return to the Disclosing Party all Confidential Information, including all copies contained in any storage medium or memory device, including but not limited to electronic documents and e-mails and any other documents that contain the Confidential Information, or any summaries, descriptions or excerpts. Upon request, the Receiving Party shall certify in writing to the Disclosing Party that all Confidential Information has been returned or securely destroyed, and that neither the Receiving Party, nor any of its employees and representatives, and those of its subsidiaries and affiliates, has any Confidential Information in their possession, custody or control.
  10. **Obligation of Non-Competition.** The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Receiving Party (as defined with its included components in the third paragraph of the Recitals) agrees to it or they shall not use any advantages derivable from such confidential information in furtherance of its or their respective businesses or affairs, or in the business of anyone else, whether or not in competition with the Disclosing Party, or for any other purpose whatsoever, unless the same is done pursuant to a new agreement executed by all signatories to this document.

11. **Non-Solicitation and Non-Circumvention.** During the Term of this Agreement and for a period of two (2) years thereafter, neither Party shall, directly or indirectly, in any manner circumvent each other and work with any business associates, clients, investors, buyers, sellers, licensors, licensees, or any other third parties that have been introduced by or referenced to the other Party as a result of this Agreement (“**Referrals**”). The parties acknowledge that as part of this Agreement they shall introduce each other to individuals, companies or business ventures. It is hereby understood and agreed that the introducing Party retains ownership of those Referrals and that the other Party along with the other Party’s officers, directors, employees, agents, and representatives cannot deal directly with those Referrals without the written consent of the referring Party and agreed compensation.
12. **No Warranties.** The Disclosing Party makes no representation or warranty with respect to any Confidential Information, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. The Disclosing Party will not be liable in damages, of any kind, as a result of the Receiving Party’s reliance on or use of the disclosed Confidential Information. The disclaimers stated in the preceding two sentences apply only to this Agreement and not to any other agreements between the Parties (including any principal agreement).
13. **Notices.** Any notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when (a) delivered personally (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the respective Parties at the addresses (or to such other address or addresses as the Parties may specify in writing from time to time) that follow:

For SL3 Consulting:

Solomon Lacy III  
Founder & CEO  
1870 The Exchange Suite 200  
Atlanta, GA, 30339

An information copy of the notice must be attached electronically to an e-mail addressed to e-mail: **Info@SL3consulting.com**

For the Company:

Name:  
Title:  
Company:  
Street:  
City, State, Zip:

An information copy of the notice must be attached electronically to an e-mail addressed to e-mail:

14. **Severability.** If any provision of this Agreement is held by any court to be illegal or unenforceable, the remaining portions of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain legal and enforceable.
15. **Waivers.** No waiver by any Party of any of this Agreement’s provisions is effective unless explicitly set out in writing and signed by the waiving Party. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by that written waiver. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement will operate or be construed as a waiver of that right or remedy; nor will any single or partial exercise of any right or remedy arising under this Agreement preclude any further exercise of that right or remedy or preclude any further exercise of that right or remedy or the exercise of any other right or remedy.
16. **Entire Agreement.** This Agreement constitutes the final, exclusive agreement between the Parties on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

17. **Amendments**. The Parties may amend this Agreement only by the Parties' written agreement that identifies itself as an amendment to this Agreement.
18. **Compliance with Laws**. Each Party will comply with all applicable national, provincial, regional and local laws and regulations in performing its duties under this Agreement.
  - 18.1. **Compliance with U.S. Export Laws**: The Confidential Information; including any software, documentation and any related technical data included with, or contained in, the Confidential Information disclosed under this Agreement; may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations (collectively, "Regulated Information"). Each Party shall adhere strictly to U.S. export control laws and regulations. Without limiting the preceding sentence, neither Party may export, re-export or release any Confidential Information that is Regulated Information to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Information is prohibited without completing all legally required undertakings (including obtaining any necessary export license or other governmental approval), if any, prior to exporting, re-exporting or releasing any Confidential Information that is Regulated Information. Each Party shall notify the other in writing, at the time of its disclosure to the other Party, if any Confidential Information is Regulated Information. Any breach by either Party or its representatives of the provisions of this clause entitles the non-breaching Party to terminate the Agreement immediately on notice to the breaching Party and to full indemnities.
  - 18.2. **Compliance with Anti-corruption and Anti-money laundering Laws**: each Party shall abide by the applicable laws of the U.S. and other countries with regard to (a) anti-bribery and anti-corruption and shall not, directly or indirectly, in the name of, on behalf of, or for the benefit of itself or the other party offer, promise, or authorize to pay, or pay any compensation, or give anything of value to, any official, agent, or employee of any government or governmental agency, or to any political party or officer, employee, or agent thereof, or any candidate for political office; and (b) anti-money laundering and measures to prevent certain financial transactions that may involve or support criminal or terrorist activities. Each Party shall require its directors, officers, employees, subdistributors, and agents to comply with the provisions of this Clause 18.2. Any breach by each Party or its representatives of the provisions of this clause entitles the non-breaching Party to terminate the Agreement immediately on notice to the breaching Party or its representatives and to full indemnities.
19. **Anti-assignment**. Neither Party may assign any right or delegate any performance under this Agreement, in whole or in part, without prior written approval of the other Party, except that XXX is permitted to assign its rights and delegate its performance to its wholly-owned subsidiaries or its affiliates.
20. **Governing Law, Jurisdiction and Venue**. This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision that would cause the application of laws other than those of the State of Georgia. Any legal action or proceeding arising out of or related to this Agreement or the matters that it contemplates will be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in the city of Atlanta and Fulton County, and each Party submits to the exclusive jurisdiction of those courts in any action or proceeding and waives any objection based on improper venue or forum non conveniens.
21. **Authority**. The signatories to this Agreement verify that they have read the complete Agreement, understand its contents, and have full authority to bind their respective companies.
22. **Electronic Signatures**. Each Party agrees that this Agreement may be submitted and received electronically, and that electronic signatures may be used as an additional method of signing and initialing this Agreement with the same legal effect as manual signatures.
23. **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

By.....  
Name:  
Title:

By.....  
Name: Solomon Lacy III  
Title: Founder & CEO