



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into by and between **CFX Products Corporation**, a Georgia corporation (“CFX”), and _____ (“Company”). CFX and Company may be referred to individually as a “Party” and collectively as the “Parties.”

The Parties are exploring _____ (the “Project”). In connection with evaluating the feasibility of the Project, each Party may disclose certain confidential or proprietary information to the other Party and/or to such Party’s directors, officers, employees, agents, representatives, affiliates, auditors, counsel, financial advisors, or other persons acting on its behalf (“Representatives”).

Accordingly, the Parties agree as follows:

1. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) related to the Project, whether disclosed orally, visually, electronically, or in writing, including any notes, summaries, analyses, or other materials derived from such information.

2. Confidentiality Obligations

The Receiving Party shall:

- a. keep the Confidential Information strictly confidential;
- b. not disclose Confidential Information to any third party without the Disclosing Party’s prior written consent; and
- c. use Confidential Information solely for evaluating or pursuing the Project.

The Receiving Party may disclose Confidential Information to its Representatives on a need-to-know basis, provided such Representatives are informed of its confidential nature and the Receiving Party remains liable for their compliance.

3. Return or Destruction of Materials

Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including copies and derivative materials, except that one archival copy may be retained by legal counsel solely for compliance and dispute resolution purposes. All Confidential Information shall remain the property of the Disclosing Party.

4. Compelled Disclosure

If the Receiving Party becomes legally obligated to disclose any Confidential Information, it shall promptly notify the Disclosing Party to allow it to seek protective measures. If disclosure is required, the Receiving Party shall furnish only the portion of Confidential Information that is legally required and shall seek confidential treatment to the fullest extent permitted.

5. Exclusions

Confidentiality obligations do not apply to information that:

- a. is or becomes public through no breach by the Receiving Party;
- b. was lawfully in the Receiving Party's possession without restriction prior to disclosure; or
- c. is independently developed without use of or reference to the Confidential Information.

6. Non-Disclosure of Discussions

Neither Party shall disclose the existence, nature, or content of the Parties' discussions or negotiations regarding the Project without the other Party's prior written consent.

7. Trade Secrets

For any Confidential Information constituting a trade secret under applicable law, the obligations herein remain in effect for as long as such Confidential Information remains a trade secret.

8. No Warranty

All Confidential Information is provided "as-is," and neither Party makes any representation or warranty as to its accuracy or completeness. Neither Party shall be liable for use of the Confidential Information by the other Party.

9. Indemnification

The Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party from and against losses, damages, liabilities, or expenses arising from the Receiving Party's breach of this Agreement.

10. Remedies

The Parties acknowledge that monetary damages may be inadequate for a breach of this Agreement. The non-breaching Party shall be entitled to seek injunctive relief, specific performance, and all other remedies available at law or in equity.

11. No Obligation to Proceed

Nothing in this Agreement obligates either Party to enter into any further agreement or transaction regarding the Project.

12. No Licenses

This Agreement does not grant either Party any rights, licenses, or interests in the other Party's patents, copyrights, trademarks, trade secrets, or other intellectual property.

13. Waiver

No failure or delay in exercising any right or remedy shall operate as a waiver thereof, nor shall a single or partial exercise preclude any other exercise.

14. Assignment

This Agreement binds the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Each Party consents to exclusive jurisdiction and venue in the state and federal courts located in **Fulton County, Georgia** for any action arising from or relating to this Agreement.

16. Term

This Agreement becomes effective on the date of last signature below and remains in effect for **five (5) years**, except that obligations regarding trade secrets survive for as long as such information remains a trade secret.

17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior or contemporaneous communications and understandings. Any amendments must be in writing and signed by both Parties.

SIGNATURES

DISCLOSING PARTY: CFX PRODUCTS CORPORATION

By:

Title:

Print Name:

Date:

Address: 4500 Southpark Boulevard Ste. 150 Ellenwood, GA 30294

COMPANY:

Legal Name:

By:

Title:

Print Name:

Date:

Address: