

**CONFIDENTIALITY, NON-CIRCUMVENT
&
NON-DISCLOSURE AGREEMENT**

This CONFIDENTIALITY, NON-CIRCUMVENT & NON-DISCLOSURE AGREEMENT ("Agreement") is entered and executed on _____, BY and BETWEEN REMAIN IN CONTROL, LLC. and _____, residing at: _____, including all owners or affiliated entities/representatives related or connected with the subject property and/or transaction.

1. **Purpose.** In furtherance of the purpose or purposes stated below, either party hereto ("Discloser") may disclose its Confidential Information to the other party ("Recipient"). This Agreement is intended to bind each party and prevent it from disclosing the Confidential Information as herein provided or from using the Confidential Information for purposes other than furthering the collaboration and development of a business relationship between the parties ("Permitted Purpose").

2. **Definition.** Confidential Information" means any technical , confidential and/or proprietary information, contract documents, data, software, plans, designs, protocols, inventions, and other related information including without limitation product and systems specifications, of Discloser that Discloser considers and treats as confidential and proprietary, which is or was obtained directly or indirectly from Discloser in any form, at any time prior to or after execution of this Agreement, including without limitation, documentary, tangible, oral, visual or electronic. The amount and type of Confidential Information to be disclosed is completely within the sole discretion of Discloser. Confidential Information specifically includes all such protected information disclosed by either party to the other at any

time, but does not include technical information or data which (i) at the time of disclosure, is or was available to the general public, (ii) at a later date, becomes available to the general public through no fault of Recipient and then only after such later date, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) as shown by proper documentation, is known to Recipient at the time of disclosure, (v) as shown by proper documentation, is developed independently by Recipient, or (vi) is approved for disclosure by prior written permission of a corporate officer of Discloser.

3. **Nondisclosure and Non-Use of Confidential Information.** Recipient agrees not to disclose the Confidential Information to third parties or to any of Recipient's employees except employees who are required to have the Confidential Information in order to further the Permitted Purpose and have been apprised of the confidential nature of the Confidential Information. Recipient agrees that it will follow the same internal security procedures and exercise the same degree of care regarding the secrecy and confidentiality of the Confidential Information as similar information of Recipient is treated by Recipient or within Recipient's organization, but Recipient agrees that it will

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take no less than all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons. Recipient agrees to notify Discloser in writing of any misuse or misappropriation of such Confidential Information which may come to its attention. If Recipient is required by a government body or court of competent jurisdiction to disclose any Confidential Information, Recipient agrees to give Discloser reasonable notice so that Discloser may contest the disclosure or seek a protective order. The Confidential Information shall remain the property of Discloser. Recipient further agrees not to use the Confidential Information provided to it by Discloser for any purposes other than the Permitted Purpose.

4. **Return of Materials.** Any materials or documents which have been furnished to Recipient by Discloser shall be promptly returned, accompanied by all copies of such documentation, within five (5) days after receipt by Recipient of a written notice from Discloser requesting the return of the Confidential Information.

5. **Continuing Nondisclosure and Confidentiality Obligation.** Whether or not Recipient and Discloser commence or continue their efforts in furtherance of the Permitted Purpose, the covenants pertaining to confidentiality, nondisclosure and non-use in this Agreement shall nevertheless remain in full force into perpetuity, unless and until Discloser specifically agrees in writing to release all or part of the Confidential Information from the confidential restrictions imposed by this Agreement.

6. **No Other Obligations.** This Agreement imposes no obligation on either party to disclose Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, service or products or to enter into any other agreements. No party acquires intellectual property rights under this Agreement.

7. **Non-Circumvent Agreement.** During the term of this Agreement and as stated in this Section 7, below, Recipient(s) agree not to approach directly or indirectly or through its agents/ sister companies, or

affiliations etc. an "Acknowledged Contact" of the Disclosing Party for purchasing subject property or facilitating any other funding, equity, or loan transaction. For the purposes of this Agreement, an "Acknowledged Contact" of the Disclosing Party, is a Person, not previously known to the Recipient, who is introduced to the Recipient by the Disclosing Party and identified (prior to or contemporaneously with such introduction) on Schedule 7, attached hereto, which be modified from time to time as such introductions are made. The Recipient shall timely respond to any requested modifications to Schedule 7. Except if the Disclosing Party has acted in bad faith or otherwise acted intentionally or recklessly to damage the business interests or reputation of Recipient, the Recipient's Non-Circumvent obligation, under this Section 7, shall survive the termination of this Agreement and Recipient shall have a continuing obligation to work with the Disclosing Party's Acknowledged Contact, only in connection with the Disclosing Party.

8. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Tennessee without giving effect to any conflicts of law rule that would result in the application of the laws of any jurisdiction other than the internal laws of Tennessee to this Agreement. The federal and state courts within the Commonwealth of Tennessee shall be the exclusive venue and shall have the exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Recipient hereby agrees to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other methods authorized by Tennessee law.

9. **Remedies.** Recipient agrees that its obligations hereunder are necessary and reasonable to protect Discloser, and expressly agrees that monetary damages would be inadequate to compensate Discloser for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive

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relief against the threatened breach of this Agreement or the continuation of any such breach.

10. **Attorneys' Fees.** if Discloser prevails in an action to enforce the provisions of this Agreement by obtaining substantially the relief sought, Discloser shall be entitled to attorneys' fees and court costs, reflects the intent of the parties in entering into this Agreement.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns.

12. **No Waiver.** Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

13. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the other provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be deemed replaced by a legal, valid and enforceable provision that most nearly reflects the intent of the parties in entering into this Agreement.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, understandings and agreements.

15. **Amendment.** This Agreement shall not be amended other than in writing signed by Discloser and Recipient.

16. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality, Nondisclosure, and Non-Circumvent Agreement as of the date set forth above.

By: **Al Roman**
Name: **Remain in Control LLC**
Title: Managing Director
Date: 02/02/2018

By: _____
Name: _____
Title: _____
Date: _____

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