

**NONDISCLOSURE AGREEMENT**

This Agreement is made as of March 5, 2018 by and between CapVisor Associates, LLC, a Georgia based Limited Liability Corporation ("CapVisor"), and Glen C. Falk ("Recipient").

Recitals

- A. CapVisor and the Recipient have in their possession certain information which is not generally available to the public, and which is proprietary or considered to be confidential or trade secret. In connection with a proposed or existing business relationship between the parties, and during the performance of any resulting agreement between the parties, parties may disclose certain of such information to each other.
- B. CapVisor and Recipient desire to protect such proprietary or confidential information from disclosure to third parties and to prevent use or disclosure thereof except as authorized in accordance with this Agreement or otherwise in writing.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Confidential Information. "Confidential Information" means any type of information, data, or knowledge which is disclosed and which the other party desires to protect against unrestricted disclosure or unauthorized use and which is disclosed as Confidential Information, regardless of the form of disclosure (e.g., whether written, oral, graphic, electronic, or visual), the date of disclosure (e.g., whether before, on, or after the date of this Agreement), or the party through whom disclosure is made (e.g., whether direct or indirect disclosure). "Confidential Information" includes without limitation all technical information, customer information, financial information, business plans or projections, marketing information, trade secrets, and any other information pertaining to the past, present, or future technology, business operations, or financial condition.
- 2. Nondisclosure.
  - 2.1 Subject to the terms of this Agreement, both parties shall: (i) hold all Confidential Information in strictest trust and confidence; (ii) not disclose any Confidential Information, or permit any Confidential Information to be disclosed through the receiving party, to any person, entity or governmental body, or personnel thereof; and (iii) use Confidential Information only as expressly permitted by this Agreement. Notwithstanding the preceding sentence, both parties consent in advance to the disclosure of its Confidential Information to those employees necessary to evaluate a proposed business relationship between the parties or to perform the obligations of the receiving party under any resulting business relationship or agreements as described in the Recitals, above. The receiving party agrees to ensure that each such person maintains the confidentiality of the Confidential Information in accordance with this Agreement.
  - 2.2 The obligations of receiving party set forth in Subsection 2.1, above, shall not apply to any Confidential Information which: (i) is or becomes generally known to the public through no fault of the receiving party; (ii) was obtained from a third party who the receiving party has no reason to believe is under an obligation of confidentiality with respect to such information; (iii) is developed completely independent from the Confidential Information; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice if reasonably possible such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order. Notwithstanding anything in this Agreement, including this Subsection 2.2, to the

contrary, either party may disclose Confidential Information without prior notice to any governmental or regulatory agency having jurisdiction over the relevant party or its business or operations during such agency's normal or routine examination of the business or operations.

3. Ownership of Confidential Information. The Confidential Information shall be and remain the exclusive property of the disclosing party. The receiving party shall not take or use any methodologies, materials, records, or media of any nature that contain Confidential Information or that belong to the other party, except as expressly authorized hereunder or as otherwise authorized in advance and in writing. Upon request by disclosing party, the receiving party shall deliver to the disclosing party all same in the receiving party's possession, custody or control, and the receiving party shall not retain any copies thereof; provided, that the receiving party may retain such copies of Confidential Information to the extent it is required to do so by any law applicable. Anything in this Agreement to the contrary notwithstanding, neither party shall be required to return, destroy or expunge Confidential Information that is delivered or maintained in electronic form, and both parties understand that electronic information may not be capable of being returned, destroyed or expunged. Any such Confidential Information retained shall remain subject to the terms of this Agreement.
4. Use of Confidential Information. Both parties shall not, internally or in conjunction with any other person, and shall not permit any parent, subsidiary, affiliated entity, or third party to: (i) reverse engineer, reverse compile or reverse assemble the Confidential Information; or (ii) use Confidential Information for its own benefit or for the benefit of others for any purpose other than to evaluate a proposed business relationship between the parties or to perform the obligations of receiving party under any resulting business relationship or agreements as described in the Recitals, above.
5. Standard of Confidentiality Protection. At all times, both parties will protect the confidentiality of Confidential Information. The minimum standard for protection thereof shall be that degree of protection, and those measures intended to implement such protection, as the receiving party affords its own confidential information, but in any event no lesser standard than that which a reasonable person would utilize with respect to its own trade secrets or highly confidential information.
6. Remedy for Breach. The parties hereto recognize and agree that money damages are an inadequate remedy for breach of this Agreement and further recognize that breach of this Agreement by Recipient would result in irreparable harm. Therefore, in the event of a breach or threatened breach of this Agreement, the receiving party may be enjoined from engaging in any activity prohibited by this Agreement by injunction issued by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting the pursuit any other remedies available to it for such breach or threatened breach of this Agreement, including the recovery of damages.
7. Miscellaneous.
  - 7.1 Term. This Agreement shall be effective as of the date first written above and shall remain in effect for a period of two (2) years thereafter.
  - 7.2 Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the state of New York, without reference to its conflicts of laws rules. Each party hereby submits to the exclusive jurisdiction of the state and federal courts located in New York, with respect to any claim or proceeding relating to this Agreement.
  - 7.3 Legal Expenses. In any controversy, claim or dispute arising out of, or relating to, this Agreement or the method and manner of performance thereof or the breach thereof, the prevailing party shall be entitled and awarded, in addition to any other relief, to a reasonable sum as litigation

## CapVisor Associates, LLC

expenses. If one party substantially prevails, they shall be awarded a reasonable sum as litigation expenses and are not obligated to pay legal expenses for the other party(ies). This provision applies to any controversy, claim, or dispute that is the subject of and judicial, arbitration, or administrative proceedings, including appeals therefrom.

- 7.4 No Further Obligation. Nothing in this Nondisclosure Agreement shall obligate either party to enter or to refrain from entering any further agreement or negotiation with the other party or with any third party.
- 7.5 Entire Agreement; Modification. This Agreement together with all exhibits or schedules attached to this Agreement: (a) contains the entire understanding between the parties with respect to the safeguarding of Confidential Information disclosed during the term of this Agreement; and (b) supersedes all prior communications and understandings between the parties with respect thereto. This Agreement may be modified, supplemented and/or amended only by a writing signed by authorized representatives of both CapVisor and Recipient; provided, however, that in the event any court of competent jurisdiction determines any provision herein is too broad to enforce as written, such court is authorized and directed by the parties hereto to construe, modify or reform such provision to the extent reasonably necessary to make such provision enforceable.

EXECUTED as of the date first set forth above.

### RECIPIENT

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Recipient's Address for Notices:  
1525 Whitlow Xing  
Bishop, GA 30621

### CAPVISOR ASSOCIATES, LLC

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

CapVisor's Address for Notices:  
P.O. Box 1084  
Gainesville GA, 30503  
Attention: Carl Terzer