

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made as of _____, 2025 (the "Effective Date"), by and between **Nizex, Inc.**, a Georgia corporation (the "Company"), with offices at **126a Singley Road, Jackson GA 30233** and _____, with offices located at _____.

This Agreement sets forth the basis under which

_____ and the Company shall furnish and/or disclose to each other certain technical and business information solely for use in connection with certain possible business arrangements between the Company and _____.

_____ and the Company agree as follows:

1. The party furnishing the "Confidential Information" shall be the "Disclosing Party" and the party accepting the information shall be the "Receiving Party" for all purposes of this Agreement. As used in this Agreement, the term "Confidential Information" shall mean all business and technical information, in whatever form or medium, that is either marked confidential or proprietary or that would be understood by a reasonable person as being confidential or proprietary, including without limitation, any trade secrets, processes, data, technical documentation, pricing information, product/service specifications, prototypes, computer programs, drawings, models, client lists, marketing materials, or financial data, which is furnished or disclosed by one party to the other.

2. Confidential Information shall only be used by the Receiving Party for the purpose of assessing possible business arrangements between the parties hereto and for no other purpose whatsoever. Unless specified otherwise in a Request for Proposal, the Receiving Party agrees that the Confidential Information is and will remain the property of the Disclosing Party. Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party shall treat as confidential and shall not disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than the Representatives (defined below) of the Receiving Party solely for the purposes of and in accordance with this Agreement; provided, however, that the Receiving Party may disclose Confidential Information of the Disclosing Party to those employees, agents, and advisors, including attorneys, financial advisors, and accountants (collectively, the "Representatives") who are under the proper burden of confidentiality. The Receiving Party agrees to segregate all tangible forms of Confidential Information from the confidential information of others. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state the same confidential or proprietary notices or legends, if any, that appear in the original. Upon the Disclosing Party's written request, Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by the Receiving Party to the Disclosing Party or the Receiving Party shall certify to

the Disclosing Party that such documents have been destroyed; provided, however, that the obligation to destroy information shall not apply to information contained in backup files or on backup servers maintained in the ordinary course of business; and provided further, that with respect to Confidential Information stored in electronic format, the destruction of Confidential Information shall mean deletion of Confidential Information, and the parties will not be required to destroy the electronic media upon which such Confidential Information is stored. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, except as may be provided in any definitive agreement referred to below. The Disclosing Party shall have no liability resulting from the use of the Confidential Information by the Receiving Party, except as may be provided in the definitive agreement referred to below. The obligations of confidentiality and non-use under this Section 2 shall continue for five (5) years after the disclosure of the particular Confidential Information; *provided, however,* that the Receiving Party shall treat as confidential and shall not use, disclose or otherwise make available any trade secrets in perpetuity.

3. The confidentiality and non-use provisions of this Agreement shall not apply to the following: (i) information already known by the Receiving Party without an obligation of confidentiality and the source, if any, of such information was not, to the knowledge of the Receiving Party, bound by an obligation of confidentiality with respect to such information; (ii) information that is or becomes publicly known through no fault of the Receiving Party; (iii) information rightfully received by the Receiving Party from a third party who is under no obligation of confidence to the Disclosing Party, and (iv) information that is independently developed by the Receiving Party without the use of any Confidential Information. If the Receiving Party is required to disclose Confidential Information pursuant to an order of a governmental agency or court of competent jurisdiction it shall provide the Disclosing Party with prompt written notice of such request order and provide the Disclosing Party with an opportunity to attempt to preclude or limit such disclosure and the Receiving Party agrees that it will only disclose that portion of the Confidential Information which, in the opinion of counsel, it is compelled to disclose pursuant to such order.

4. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and shall reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use. If the Receiving Party or any of its Representatives shall attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, the Disclosing Party shall have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

5. The terms of confidentiality and non-use under this Agreement shall not be construed to limit either party's right (a) to develop independently or acquire products or services of the same type as may be included within Confidential Information or (b) to enter into any business transaction with any other company which owns or has rights to any such

similar products or services or (c) to compete with the other party hereto, in each case as long as such right is exercised without violating any obligations hereunder.

6. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute an implied license in favor of either party to any proprietary rights of the other party, including, without limitation, any patents, copyrights, trademarks or trade secret information.

7. Each party agrees not to use any trade name, service mark, or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

8. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Receiving Party, each party acknowledges that no obligation of any kind is assumed or implied against either party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged. Further, this Agreement and any meetings and communications of the parties relating to the subject matter of this Agreement shall not: (i) constitute an offer, request, or contract with the other to engage in any research, development or other work, and (ii) constitute an offer, request, or contract involving a buyer-seller relationship, venture, alliance, teaming or partnership relationship between the parties. Unless and until a definitive agreement between the parties with respect to a potential transaction has been executed and delivered, neither party shall be under any obligation, legal, financial or otherwise, of any kind with respect to any such potential transaction.

9. This Agreement shall not be changed, modified or amended except by a writing signed by both parties, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other.

10. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except for its choice of law provisions. In the event of any litigation arising pursuant to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs incurred in connection with such litigation, or in connection with the enforcement or collection of any judgment or award issued or made pursuant to such litigation.

12. Either party may terminate this Agreement at any time by providing written notice hereof to the other party. All obligations of confidentiality and non-use shall survive termination for the periods set forth in Section 2 above.

13. All notices, requests, consents, demands and other communications provided for by this Agreement shall be in writing and shall be deemed sufficient if delivered in person or by express courier to the party to be notified. Any notice to The Company or _____ will be delivered to the addresses specified in the first paragraph above, or to such other address as the parties will advise the other in writing from time to time (pursuant to a notice satisfying the requirements of this Section 13).

14. The individuals executing this Agreement on behalf of the Company and _____ do each hereby represent and warrant that they respectively have been and are on the Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

15. This Agreement, including any amendments thereto, may be executed in any number of counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

By _____

Name: _____

Title: _____

Nizex, Inc.

By _____

Name: Kevin Stevenett

Title: Sales Management & Strategic Initiatives