

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

DATE: _____

This Non-Disclosure & Non-Circumvention Agreement (the "Agreement") is made by and between PHOENIX SUPPLY CO. ("PHOENIX"), an Arizona entity and

_____ ("CLIENT") located at
(Business / Individual Name)

(Street, City, State, ZIP)

and any of its principals and affiliated companies (collectively referred to as "the Parties").

RECITAL

WHEREAS, in connection with anticipated discussions between the Parties and in order explore mutually beneficial business opportunities ("Purpose"), the Parties are each willing to disclose certain proprietary and confidential information to the other, and are willing to receive, protect and use the others' confidential and proprietary information subject to and solely under the terms set forth in this Agreement.

WHEREAS, the discussion is solely related to the introduction of the Parties supply chain partners, Contracts and Purchase Order's between the Parties and their respective customers associated with the production, sourcing and deliverables of Personal Protection Equipment ("PPE") and associated financing options and partners.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement and each party's prospective disclosure of confidential and proprietary information to the other party, and circumvention of each other's valuable contacts and intending to be legally bound, the parties hereto agree as follows:

1. Definitions

(a) "Confidential Information" means nonpublic information that either party discloses to the other party on or after the effective date of this Agreement and intends or designates as being confidential or proprietary or which, under the circumstances surrounding disclosure, would indicate to a reasonable person that the information or material ought to be

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treated as confidential by the receiving Party. Confidential Information includes, without limitation: (i) information relating to released or unreleased products or services, plans, forecasts, business models, or strategies; (ii) business policies or practices; (iii) technical, financial, marketing, manufacturing, distribution and other technical or business information or trade secrets; (iv) lists or names of contractors, subcontractors, suppliers and vendors; (v) customer lists, prospect lists, marketing information, price lists, cost information, business forms, business and financial records; (vi) product design, technical and performance data, computer programs; and (vii) information received from others that the disclosing party is obligated to treat as confidential. The Parties also agree that any proprietary or Confidential Information that they may have disclosed to each other prior to the date of this Agreement shall be subject to the terms and conditions hereof.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without the receiving party's breach of any confidentiality obligation owed to the disclosing party; (ii) became known to the receiving party prior to disclosure of such information by the disclosing party; (iii) became known to the receiving party from a source other than the disclosing party hereunder, other than by the breach of an obligation of any confidentiality owed to the disclosing party; or (iv) is independently developed by the receiving party without use of any Confidential Information of the disclosing party.

(c) If either party is unsure whether certain information is Confidential Information, it will treat that information as Confidential Information unless informed in writing by the disclosing party to the contrary.

(d) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks, tapes, or other media, whether machine or user readable.

2. Non-Use and Non-Disclosure Restrictions

(a) Each party expressly acknowledges that the Confidential Information and Confidential Materials of any other party consists of trade secrets and proprietary property having significant commercial value, and that knowledge of all or any part of the Confidential Information may potentially yield a competitive advantage over others not having such knowledge. Accordingly, neither party shall use or disclose any Confidential Information of the other party to any third party. The receiving party may only disclose the Confidential Information to its directors, officers, employees, designated consultants and affiliates (collectively "Representatives"). Each party may, however, disclose Confidential Information of the other party in accordance with judicial or other governmental order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public, provided the party making such disclosure gives the other party reasonable notice prior to such disclosure and, in the case of a judicial or governmental order, complies with any applicable protective order or equivalent.

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(b) Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and warrants and represents on their own behalf that all of their own officers, employees, and agents who have access to Confidential Information of the other party are aware of (or will, prior to their being given access to any Confidential Information under this Agreement, be made aware of) the terms of this Agreement so that they may sufficiently protect the considerable interest of the other party's Confidential Information. Neither party shall make any copies of the Confidential Information of the other party except for the limited purpose of making secondary copies for officers, employees, and agents on a need to know basis. Each party shall reproduce the other party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

(c) Each party agrees to use Confidential Information and Confidential Materials of the other party only in furtherance of the Purpose of this Agreement. Each party agrees to segregate all Confidential Materials of the other party from the confidential materials of third parties in order to prevent commingling.

(d) The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of Confidential Information or Confidential Materials of the disclosing party which may come to the receiving party's attention.

3. Non-Circumvention Restrictions

(a) Each party to this Agreement will refrain from soliciting business, employees, managers, customers, and contracts from sources not their own which have become known or been made available to them or readily discoverable through disclosures made pursuant to this Agreement, without the express written permission of the party who made the original introduction/disclosure, during the term of this Agreement and for a period of one year thereafter.

(b) Each party acknowledges and agrees that in reliance on this Agreement, one or both party may be making introductions of individuals and/or business entities to the other, and each party agrees not to circumvent the introducing party by conducting business or attempting to conduct business with a person or entity introduced to the receiving party without the express written permission of the party making the introduction.

(c) Each party agrees not to circumvent or attempt to circumvent in any manner whatsoever, or permit another person(s), through disclosure of any information to that Party, to circumvent PHOENIX, or CLIENT, or to contract with the persons and or entities listed in Appendix A, and any additional contacts or customers as may be amended in writing by both parties from

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time to time. Such confidential names shall be disclosed in writing after signature by both parties to this Agreement.

4. Rights and Remedies

(a) Each party shall promptly return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials of the other party at such party's request. Notwithstanding the foregoing, the receiving party may retain any copies of Confidential Information that are maintained as archive copies on the receiving party's disaster recovery and/or information technology backup systems. Such copies shall be destroyed upon the normal expiration of the receiving party's backup files.

(b) Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or Confidential Materials of the other party, and that the disclosing party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. This remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. Each Party further agrees that, as equitable relief is reasonable and necessary to protect the interests of the Disclosing or Circumventing Party in the event of breach or threatened breach, a Party seeking equitable relief will not be obligated to: (i) file or post a bond or provide any other form of security, collateral, surety or undertaking in order to initiate or continue a proceeding; nor (ii) prove any amount of actual damage or that money damages would not provide an adequate remedy at law or that the damages that it could or would suffer are irreparable, substantial, non-quantifiable and/or continuing.

5. Miscellaneous

(a) No rights or obligations other than those expressly recited herein are to be implied by this Agreement,

(b) NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS GRANTING A LICENSE OR ANY OTHER RIGHT UNDER ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT AND THE RECEIVING PARTY ACQUIRES NO INTELLECTUAL PROPERTY RIGHTS FROM THE DISCLOSING PARTY UNDER THIS AGREEMENT AND SHALL NOT USE (EXCEPT AS EXPRESSLY PROVIDED HEREIN), COMMERCIALIZE OR LICENSE TO ANY OTHER ENTITY OR INDIVIDUAL, ANY CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY OR ANY PRODUCT OR SYSTEM RELATING TO CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY.

(c) No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate

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the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not constitute a joint venture or other such business agreement.

(d) No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

(d) The term of this Agreement shall commence on the Effective Date and shall expire four (4) years from the Effective Date, provided that either party may terminate this Agreement at any time by providing written notice to the other party. Each party's rights or obligations, including but not limited to the obligations of Sections 2 and 3 above, shall survive the expiration or termination of this Agreement for a period of one (1) year, even after the return or destruction of the Confidential Information by the receiving party.

(e) If any provision of this Agreement or its application is construed to be invalid or unenforceable, then all other provisions and their application shall not be affected and shall be fully enforceable without regard to the invalid or unenforceable provision. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, or other factor, then the court making that determination shall have the power to reduce or limit such scope, duration, or other factor, and such provision shall be enforceable in equity in its reduced or limited form.

(f) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of Georgia, and each party consents to the exclusive personal jurisdiction of and venue in Los Angeles County, California. Any dispute shall be resolved by binding arbitration under the AAA commercial arbitration procedures. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, PROCEEDING OR ACTION ARISING UNDER OR OUT OF THIS AGREEMENT.

(g) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

(h) Neither party may assign any of its rights hereunder without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assign.

(i) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt) or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent

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to the respective parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section).

(j) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings between them as to Confidential Information or Confidential Materials. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the disclosing party. Waiver shall be effective only if made by an express instrument in writing signed by an authorized officer of the disclosing party.

(k) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

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

PHOENIX

CLIENT

By: _____

By: _____

Its: _____

Name and Title: _____

Phone: _____

Email: _____

