

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** ("Agreement") is made and entered into as of this _____, day of _____, 20__ (the "Effective Date") by and between **Innovative Sales, LLC** (the "Company" or "Disclosing Party"), a Limited Liability Company, having their principal place of business at: 3750 Stewarts Lane, Nashville, TN 37218 and _____ (the "Company" or "Receiving Party"), with its principal place of business at _____.

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions.

The Disclosing Party and Receiving Party are engaged in discussions related to a prospective or current business relationship between the parties involving communications and disclosures between them on matters of mutual interest (the "Business Relationship").

In the course of the Business Relationship and in order to facilitate such discussions and analysis, either or both parties ("Disclosing Party") may be providing the other party ("Receiving Party") and/or its employees, officers, directors, agents, and representatives (collectively, its "Agents") with certain nonpublic, confidential, technical, financial, or business information including, without limitation, the fact that the parties are engaging in or considering business transactions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement and intending to be legally bound and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows.

1. **Confidential Information** As used in this Agreement, "Confidential Information" of a party shall mean and include nonpublic information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential.

1.1 "Confidential Information" includes, without limitation:

(a) any information or material concerning or pertaining to businesses, methods, test results, photographs, reports, calculations, plans, strategies, budgets, the projections, customer and supplier identities, characteristics, and agreements, and/or projects of the Disclosing Party;

b) any of the following related to the Disclosing Party and/or its present or future activities: products; product names; titles; designs; plans; projects; project schedules; reports; analyses; methods; processes; data; statistics; programs; hardware; software; systems; screens; services; specifications; operations; manufacturing; distribution; technology; devices; research; development; prototypes; goods; articles; surveys; drawings; tracings; inventions; trade secrets; knowhow; deal terms; business plans; production plans; marketing and publicity plans; methods, materials, equipment, costs, prices, finances, customers, or personnel, together with analysis, compilations, studies, or other documents or records prepared by Receiving Party or Receiving Party's Employees or the Disclosing Party to the extent that such analysis, compilations, studies, documents, or reports contain or otherwise reflect or are generated from or in connection with such material;

(c) any term or condition of any agreement between the Disclosing Party and an individual or entity; and/or

(d) any information relating to the identities, addresses, telephone numbers, facsimile numbers, email addresses, telex numbers, bank codes, account numbers, or financial information of any third party entity or individual provided by the Disclosing Party to the Receiving Party;

1.2 Confidential Information also includes any information described above which the Disclosing Party has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether or not owned or developed by the Disclosing Party. For purposes of this Agreement, Confidential Information shall be defined in its broadest possible terms as set forth above.

1.3 "Confidential Information" shall not include any information which as shown by clear and convincing evidence: (i) was publicly known and made generally available in the public domain before the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately before the time of disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession. The burden of demonstrating and proving that the provisions of this Section are applicable rests with the Receiving Party.

1.4 The foregoing restrictions on disclosure shall not apply to the extent disclosure is required by applicable law, regulation, or court order. In the event that Receiving Party is required to make such disclosure, Receiving Party shall promptly notify Disclosing Party before making such disclosure and shall permit Disclosing Party to seek a protective order or to take other appropriate actions and shall reasonably cooperate in Disclosing Party's efforts to maintain the confidentiality of the Confidential Information.

2. **Receiving Party Obligations**

2.1 Receiving Party covenants and agrees, from and after the date of this Agreement and continuing in perpetuity, that it shall:

(a) use the Confidential Information solely for the purposes of internal review in connection with Receiving Party's Business Relationship with Disclosing Party;

(b) not, directly or indirectly, use, disseminate, disclose, or reveal any Confidential Information;

(c) not, directly or indirectly, contact, deal with, transact, conduct business with, engage, employ, or otherwise be involved with any third party corporation, partnership, proprietorships, trust, individuals, or other entities introduced by the Disclosing Party;

(d) not, directly or indirectly, circumvent, avoid, bypass, evade, sidestep, or circumnavigate the Disclosing Party regarding anything related to or arising out of the Business Relationship as it relates to a third party individual, corporation, partnerships, proprietorships, trusts, or other entity introduced by the Disclosing Party; and

(e) otherwise treat and maintain in full confidence all Confidential Information. Notwithstanding the foregoing, Receiving Party shall be permitted to disclose such information

on a "need-to-know" basis to non-employees engaged in work on its behalf in connection with the Business Relationship; provided that Receiving Party shall enter into confidentiality

agreements with all such parties and advise such parties of the confidential nature of such information. Receiving Party shall in any event be liable for any failure of any such parties to: (i) maintain such confidentiality or (ii) otherwise comply with the terms of this Agreement to the same extent as Receiving Party is obligated to do so.

2.2 Receiving Party shall take reasonable precautions, including the establishment of appropriate procedures and disciplines, to safeguard the confidential nature of the Confidential Information. These precautions shall be at least as great as the precautions Receiving Party takes to protect its own most highly confidential or proprietary information. Receiving Party acknowledges that Receiving Party is aware, and that it will advise all parties who receive any Confidential Information directly or indirectly from Receiving Party, that securities laws (and rules and regulations promulgated thereunder) prohibit any person who has material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of the Disclosing Party.

2.3 This Agreement shall continue concurrently with the Business Relationship provided, however, that each party, upon 60 days written notice to the other may terminate this Agreement. Termination shall not affect confidentiality obligations with respect to any Confidential Information which was provided or obtained before the effective date of termination. The parties' Confidentiality rights and obligations under this Agreement shall continue for three years from the termination date.

2.4 Nothing in this Agreement shall be deemed to obligate either party to enter into any business transaction or continue any Business Relationship. Nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture, or create a fiduciary relationship between the parties.

3. **Rights and Remedies**

3.1 Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use. Receiving Party shall indemnify, defend, and hold harmless Disclosing Party against any damage, loss, or liability (including reasonable attorneys' fees, costs, and expenses in enforcing Disclosing Party's rights under this Agreement) suffered by it as a result of such unauthorized use or disclosure or breach of this Agreement.

3.2 Receiving Party shall return all originals, copies, reproductions, and summaries of Confidential Information promptly upon Disclosing Party's request, or at Disclosing Party's option, destroy and certify destruction of the same.

3.3 Receiving Party acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by it or any of its Agents, and that Disclosing Party shall be entitled, in addition to any other rights or remedies, to equitable relief, including an injunction and specific performance, as a remedy for any such breach, in each case without the necessity of posting a bond or other security.

4. **Liability**

4.1 Disclosing Party is not responsible for Receiving Party's products, installation, or operation on any vehicles during or after Disclosing Party's services are being conducted. Disclosing Party or the Carrier operating the vehicles for which the products or services are conducted on will be liable for products, installation and operation.

4.2 Receiving Party recognizes that Disclosing Party is not responsible for the decisions or actions made by current or potential customers of Receiving Party including, but not limited to, product/service decisions, financial negotiations, legal actions or product/service installations.

4.3 Receiving Party shall indemnify, defend, and hold harmless Disclosing Party against any damage, loss, or liability (including reasonable attorneys' fees, costs, and expenses) arising from Receiving Party's violation of the terms in Section 4.1 or Section 4.2.

5. Miscellaneous

5.1 Authorization; No Breach: Each party hereby represents and warrants to the other party that: (1) it has full corporate power and authority to enter into this Agreement; and (2) its execution and delivery of this Agreement and its compliance with the terms hereof does not and will not breach, violate, constitute a default under, or otherwise contravene the terms of its articles or certificate of incorporation, bylaws, or other constitutive documents, any contract, commitment, or other agreement by which it is a party or under which it is bound or any law, rule, or court order to which it is subject.

5.2 No License: All Confidential Information is and shall remain the property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, trade secrets, or other intellectual property.

5.3 Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

5.4 Severability: If any part or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be enforceable and shall in no way be invalidated.

5.5 Amendments: All waivers hereunder and all modifications, amendments, or alterations hereto must be made in writing and signed by both parties.

5.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Texas. The courts shall have exclusive jurisdiction over any and all matters arising under this Agreement or related to its subject matter.

5.7 Attorneys' Fees: In the event there is a dispute regarding the terms of this Agreement, or the Agreement requires enforcement, the prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses, including consultant and expert fees, during discovery, at trial, and on appeal.

5.8 Warranties and Guaranties: There are no warranties, representations, covenants or agreements, express or implied between the parties, except those set forth in this Agreement or accompanying proposal(s).

5.9 Force Majeure: Neither party shall be liable to the other party for damage, loss or delay due to a Force Majeure Event including, but not limited to Acts of God, Acts of Public Enemy, Acts of Public Authority.

6.0 Counterparts: This Agreement may be executed in two identical counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed to constitute one and the same instrument.

Signatures on the Next Page

IN WITNESS WHEREOF, the parties have each caused their duly authorized representative to execute and deliver this Agreement as of the date first written above.

Innovative Sales, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____