



MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into between <Pending Coaching Party> and Airiodion Global Services (“AGS”) (“Company”), effective as of _____, 2022 (the “Effective Date”).

Both <Pending Coaching Party> and Company may be referred to individually as a “Party” and collectively as the “Parties.”

As used in this Agreement, “Discloser” means the Party disclosing Confidential Information (as defined below), and “Recipient” means the Party receiving Confidential Information.

The Parties intend to engage in confidential discussions about their respective businesses, for evaluation of a potential business relationship between the Parties. During these discussions, each Party anticipates that it will disclose to the other Party certain trade secrets and confidential information. The Parties have entered into this Agreement to assure the confidentiality of their Confidential Information and to prevent disclosure of this information to third parties.

1. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including all information belonging to or in the possession of a Party which is confidential, proprietary, or a tradeseecret, that is furnished or disclosed, directly or indirectly, to the other Party under this Agreement (including information exchanged in contemplation of entering into this Agreement), and that is: (i) marked or designated in writing in a manner to indicate it is confidential, or (ii) of a nature that a reasonable person would understand it to be confidential. Confidential Information includes (a) technical, developmental, know-how, business, and process information; (b) hardware, software, programs, systems, models, source codes, and electronically recorded matter, including associated training and documentation; (c) transaction data and customer data; (d) technical specifications, algorithms, schematics, and computer programming techniques; (e) formulas and inventions; (f) financial, pricing, and cost information; (g) forecasts, strategies, ideas, and plans; (h) marketing and publicity ideas, development plans, and campaigns; (i) letters of intent and contracts of either Party; (j) the identity, names, and expertise of employees, clients, and contractors, personally identifiable information, and membership information; (k) all record-bearing media containing or disclosing the information and techniques described in this sentence (including copies, samples, models, or prototypes thereof); and (l) the terms and conditions of this Agreement.

2. Use. The Parties are permitted to use the Confidential Information solely for the purpose of evaluation of a potential business relationship with the other Party.

3. Disclosure. Both Parties agree (i) to hold all Confidential Information in strict confidence and to take all reasonable precautions to protect the Confidential Information and prevent unauthorized disclosure, including the precautions that Recipient’s policies require for its own confidential materials; (ii) not to divulge any Confidential Information to any third party; (iii) to limit disclosure of Discloser’s Confidential Information to the employees of Recipient who have a legitimate “need to know” the same; (iv) not to use Discloser’s Confidential Information for any purpose, except as set forth under the terms of this Agreement, without the prior written consent of Discloser; (v) not to copy, disseminate, or transmit in any way or form, electronically or otherwise, any Confidential Information without the prior written consent of Discloser (except as set forth under the terms of this Agreement); and (vi) to notify Discloser promptly of any unauthorized use or disclosure of Discloser’s Confidential Information and to cooperate with Discloser in every reasonable way to stop or minimize such unauthorized use or disclosure. Each Party shall take reasonable steps to ensure that its employees comply with the terms of this Agreement.

4. Limitation on Obligations. “Confidential Information” shall not include any information that, as evidenced by written documentation: (i) is already known to Recipient without restrictions at the time of its disclosure by Discloser and is not acquired directly or indirectly from Discloser; (ii) is or becomes part of the public domain without violation of this Agreement; (iii) after its disclosure by Discloser, is legally received by Recipient from a third party who is not bound by or subject to any agreement which provides for confidentiality of the Confidential Information; or (iv) is independently developed by Recipient without reference to, reliance on, or knowledge of Confidential Information. Confidential Information shall not be deemed to be in the public domain merely because any part of such is embodied in general disclosures or because individual features, components, or combinations thereof are now or become known to the public. Recipient shall not be considered to have breached its obligations under this Agreement for disclosing Confidential Information to its attorneys, auditors, and other professional advisors in connection with services rendered by such advisors, provided that Recipient has confidentiality agreement(s) with such professional advisors and/or such advisors owe professional confidentiality obligations to Recipient.

5. Required Disclosure. If Recipient is required or compelled by court order, subpoena, or other valid administrative or judicial notice to disclose any Confidential Information, Recipient will, to the extent that it may legally do so, provide Discloser with prompt notice of such event prior to complying therewith, in order that Discloser may seek a protective order to limit disclosure and/or waive Recipient’s compliance with this Agreement. If (absent a protective order, the receipt of a waiver hereunder, or for any reason) Recipient is nonetheless legally compelled to disclose such Confidential Information, Recipient may disclose such Confidential Information without liability hereunder, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

6. Term and Termination. This Agreement shall be effective as of the Effective Date. It may be terminated, without cause, by either Party with respect to future disclosures upon thirty (30) days’ prior written notice to the other Party.

This Agreement shall automatically terminate three (3) years from the Effective Date; however, the rights and obligations (as set forth herein) accruing prior to termination shall survive such termination, as set forth in this Agreement.

7. Return/Destruction of Information. Within thirty (30) days of the earlier of (i) receipt by Recipient of a written request from Discloser setting forth the Confidential Information to be returned or destroyed, or (ii) expiration of this Agreement, Recipient will return or destroy all Confidential Information given to it under this Agreement, including notes, discs, electronic communications, or any other documentation of any kind prepared by Recipient which utilizes or refers to the Confidential Information. If the Discloser requests that Confidential Information be destroyed rather than returned, an officer duly authorized to bind Recipient will provide a written certification evidencing the destruction of such to the satisfaction of Discloser. Notwithstanding the foregoing, Recipient may retain a copy of each item of Confidential Information if required to do so by a court order or other governmental requirement.

8. Voluntary Disclosure and Receipt; Ownership. Nothing herein shall obligate either Party (i) to disclose or receive any information under this Agreement, or (ii) to enter into any further agreement or do any business with the other Party, except as each Party in its sole judgment may deem advisable. The disclosure of any Confidential Information and materials which may accompany the disclosure shall not result in any obligation to grant Recipient rights therein. Confidential Information will remain the property of Discloser, and Recipient will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title, or interest in or to the Confidential Information. No patent, copyright, trademark, or other proprietary right or license is granted by this Agreement.

9. Survival of Obligations. Each Party's obligations hereunder with respect to each item of Confidential Information shall terminate on the later of either: (i) three (3) years from the date of the receipt thereof by Recipient, or (ii) until all Confidential Information provided hereunder has been returned or destroyed in accordance with the terms set forth herein.

10. Right to Disclose. Discloser represents and warrants to Recipient that it has the right to disclose the Confidential Information disclosed pursuant to this Agreement and that it knows of no intellectual property claim of any third party that would restrict such disclosure. Discloser agrees to indemnify and hold harmless Recipient from all claims by a third party related to the wrongful disclosure by Discloser of such third party's information. Recipient agrees to indemnify and hold harmless Discloser from all claims by a third party related to the wrongful disclosure by Recipient of Confidential Information. Except as set forth in this Section 10, (i) neither Party makes any representation or warranty with respect to Confidential Information or any use thereof, and (ii) Discloser will not be liable for any damages arising out of the use of the Confidential Information.

11. Export Laws and Regulations. Both Parties agree to comply fully with all relevant export laws and regulations of the United States, to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

12. Miscellaneous. This Agreement is made subject to and shall be construed under Georgia law, without regard to any provision of Georgia law that would require or permit the application of the substantive law of any other jurisdiction. This Agreement contains the complete understanding of the Parties relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings relating to the subject matter hereof, oral or written. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the Parties will substitute an enforceable provision that preserves the original intentions and economic positions of the Parties to the maximum extent legally possible. The provisions of this Agreement may not be modified or waived, except by a written instrument executed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other Party. No failure or delay by a Party in exercising any right, power, or remedy will waive that right, power, or remedy, and no waiver will be effective unless in writing and signed by the waiving Party.

Each Party has caused its authorized representative to execute this Agreement, as of the Effective Date.

Airiodion Global Services ("AGS") ("Company")

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____