



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“Agreement”)** is made and entered into on the date set forth below by and between **CONCRETE POLISHING TECHNOLOGIES DBA PERFECT POLISH, CORP.**, a Tennessee company (“**CPT**”) and (“**SUBCONTRACTOR**”), a company in connection with various business discussions, relationships, and transactions between CPT and Subcontractor. CPT wishes to protect the confidentiality of, maintain its respective ownership of and rights in, and prevent the unauthorized disclosure and use of, its valuable confidential and proprietary information.

IN CONSIDERATION OF the foregoing premises and the mutual covenants and promises set forth herein, the parties agree as follows:

- 1. Confidential Information.** As used in this Agreement, “**Confidential Information**” means all nonpublic information disclosed by CPT or its agents to Subcontractor or its agents that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Confidential Information includes, without limitation, any and all (a) nonpublic information relating to CPT’s operations, training videos and manuals, technology, customers, business plans, marketing activities, finances and other business affairs, employees, data research and testing knowledge and results, copyrighted material, trademarks, intellectual property, service marks, idea and trade secrets, as defined under applicable law and (b) information from others that CPT is obligated to keep confidential. Confidential Information includes all discussions and negotiations between the parties hereto and the fact that the parties are in discussions regarding a possible relationship or transaction. Confidential Information does not include any information that (a) is or becomes publicly available through no fault of Subcontractor, (b) is rightfully known by Subcontractor without restriction at the time of its receipt from CPT, (c) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (d) is or has been independently developed by Subcontractor without reference to any Confidential Information.
- 2. Use of Confidential Information; Nondisclosure.** Whenever used in this Agreement, the term Subcontractor shall include all of Subcontractor’s employees, officer, department or division within Subcontractor and their representatives, agents, independent contractors, affiliated business entities, parents, subsidiaries, successors, assigns, attorneys, accountants and lenders (individually and collectively, “**Representatives**”) and any other person who receives and Confidential Information as a result of a breach of this Agreement. Subcontractor acknowledges that the Confidential Information is not



otherwise publicly available and constitutes trade secrets or confidential business information that is proprietary to CPT. Subcontractor agrees to obtain and use the Confidential Information solely for the purpose of evaluation, pursuing or participating in a business relationship or transaction with CPT. Subcontractor covenants and agrees that it will make no other use of the Confidential Information. Except as expressly provided in this Agreement, Subcontractor shall not directly or indirectly disclose, divulge, reveal, report, publish, or communicate to, or use for the benefit of, itself or any other person, firm, corporation, or association, any of the Confidential Information without CPT's prior written consent. Such benefit shall include contracting with, or submitting bids to, existing or prospective CPT customers based upon confidential business information shared by CPT with Subcontractor and their Representatives for a period of twenty-four (24) months from Agreement execution. Subcontractor will take all reasonable measures to avoid disclosures, dissemination or unauthorized use of Confidential Information, including, at a minimum, (a) restricting disclosure to and possession, knowledge and use of the Confidential Information to its Representatives, (b) maintaining the Confidential Information in a secure location, (c) implementing and enforcing procedures to prevent unauthorized use of or access to the Confidential Information, (d) maintaining security over electronic and tangible copies of the Confidential Information, (e) copying Confidential Information only when reasonably necessary, (f) implementing such other practices as may be reasonably requested by CPT or which may otherwise be reasonably required to comply with this Agreement, and (g) taking such measures as it takes to protect its own confidential information. Subcontractor shall honor all confidentiality obligations of CPT to third parties of which Subcontractor is made aware in writing. Subcontractor shall be liable to CPT for any unauthorized disclosure or use of the Confidential Information by Subcontractor or its Representatives. Subcontractor will notify CPT immediately upon discovery of any unauthorized use of disclosure of Confidential Information or any other breach of this Agreement by Subcontractor or any of its Representatives. Subcontractor will cooperate with CPT in every reasonable way to help CPT regain possession of such Confidential Information and prevent its further unauthorized use.

3. **Required Disclosure.** Subcontractor may disclose Confidential Information as required to comply with a valid and existing order of a court or administrative proceeding within the United States which has jurisdiction over Subcontractor, provided that Subcontractor: (a) gives CPT prompt written notice of any such order or prospective order (or proceeding pursuant to which any such order may result) sufficient to allow CPT or Subcontractor to seek a protective order or other appropriate remedy to prevent or limit any such disclosure; (b) discloses only such information as is required by the court or administrative tribunal; and, (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.



4. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of CPT. The disclosure of Confidential Information by CPT to Subcontractor will not constitute an express or implied grant to Subcontractor of any rights to or under the Confidential Information or any of the patents, copyrights, trade secrets, trademarks or other intellectual property rights or any other rights of ownership of CPT.
5. **Return of Confidential Information.** Upon request by CPT, Subcontractor shall promptly return or destroy every document and other tangible thing embodying or containing Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) including any and all such information in any electronic form, and all notes with respect to any such information, and Subcontractor shall not retain any copies, summaries, or extracts there from. At CPT's request, Subcontractor will provide written certification of its compliance with the Section 5.
6. **Disclaimer.** Although each party shall endeavor to include in the Confidential Information materials that are believed to be reliable and relevant for the purpose of the other party's evaluation of a possible relationship or transaction between the parties, each acknowledges that the other representations or warranties as to the accuracy or completeness of any of the Confidential Information. Each party agrees that CPT shall have no liability to Subcontractor or any of its Representatives as a result of the use of the Confidential Information, it being understood that only those particular representations and warranties that may be made in a definitive business agreement, if any, and subject to the limitations and restrictions therein, shall have any legal effect.
7. **Remedies Subcontractor** acknowledges that Subcontractor breach of this Agreement may cause irreparable harm to CPT for which CPT is entitled to seek injunctive or other equitable relief as well as monetary damages. In addition, Subcontractor agrees to pay CPT's attorneys' fees, collection costs, and court costs involved with or related to any breach or threatened breach of this Agreement by Subcontractor or its Representatives.
8. **Scope: Termination.** This Agreement is intended to cover Confidential Information disclosed by each party both prior and subsequent to the date hereof. The Agreement shall continue to remain in effect regardless of whether the parties enter into a business relationship or agreement. Unless otherwise agreed by the parties in a separate agreement, each of the parties hereto shall have the unilateral right, exercisable at its option, to terminate the business relationship at any time without notice, and without any further obligation except that Subcontractor obligations hereunder with respect to



CPT's Confidential information set forth in this Agreement shall survive for five (5) years following such completion or termination.

9. **Non-Solicitation.** CPT and Subcontractor recognize and understand that the employees and contractors of CPT are an integral part of CPT's business. CPT and Subcontractor therefore understand and agree that, because of the highly technical nature of the business of CPT and the amount of unique and specialized training required to develop the valuable skill sets held by CPT's employees and contractors, it is necessary to afford fair protection to CPT from the loss of any employees or contractors which CPT has chosen to hire. Consequently, as a material inducement to CPT to work with Subcontractor, Subcontractor covenants and agrees that, during time CPT and Subcontractor are working together and for a period of twenty-four (24) months following such engagement ("Restricted Period"), Subcontractor shall not, directly or indirectly, solicit for employment or hire any individual who is or was an employee or contractor of CPT at any time during the period beginning one (1) year prior to the date of this Agreement and ending eighteen (18) months after the date of termination of Subcontractor's engagement with CPT, whether for or on behalf of Subcontractor or for anyone else.

10. **Relationship of Parties.** Unless otherwise established in writing, this Agreement will not create a joint venture, partnership, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity.

11. Miscellaneous.

11.1 **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all other prior proposals, agreements, understandings and communications, whether oral or written. Each party's obligations hereunder are in addition to, and not exclusive of, any and all other obligations and duties to the other party.

11.2 **Amendments: Waiver.** No provision of this Agreement may be amended, modified, revoked or waived except by a writing signed by a duly authorized representative of each of the parties hereto. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

11.3 **Assignment.** This Agreement is personal to the parties hereto, and therefore, none of the rights obligations or responsibilities or any party hereunder may be



delegated, transferred or otherwise assigned by any party hereto without the prior written consent of each party to the Agreement.

11.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

11.5 **Governing Law; Forum.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Tennessee. The parties further expressly agree that jurisdiction and venue for any actions concerning the enforcement, construction or interpretation of the Agreement shall be exclusively in the Chancery Court or Circuit Court of Knox County, Tennessee or the United States District Court for the Eastern District of Tennessee. Each party expressly submits and consents to the jurisdiction of such courts and waives any objection that it may have to any action or proceedings brought in such court and any claim that such action or proceeding brought in such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

DATE: _____

CONCRETE POLISHING TECHNOLOGIES DBA
 PERFECT POLISH

BY: _____

ITS: _____

Address:
 184 Cedar Place
 Norris, TN 37828

Subcontractor

By: _____

Address:

City, State, Zip
