



VENDOR CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (*this "Agreement"*) is made as of the _____ (DATE) by and between _____ ("Buyer") located _____ and Southern Capital Finance Group, LLC ("*Company*") located at 411 Hickory Fairway Ct, Woodstock, GA 30188.

WITNESSETH:

WHEREAS Buyer and Company mutually desire to engage in discussions that may lead to a business relationship (*the "Transaction"*) and as a condition to such discussions and to entering the Transaction requires that this Agreement be executed and delivered; and

WHEREAS Buyer in the course of its discussions with Company or in carrying out the Transaction, may disclose Confidential Information (as defined in Section 1), and does not wish to convey any interest or copyright therein to the other or make such Confidential Information public or common knowledge.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION For purposes of this Agreement, the term "Confidential Information" shall mean the following:

(i) Any information, know-how, data process, technique, program, test, work in process, marketing, financial or personnel matter, or sales, supplier, customer, employee, investor or business information, or the like, whether in oral, written, graphic, magnetic, electronic, or other form, that is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties.

(ii) Any communication or information, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," is known or reasonably should be known by the other party to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken between the parties; or

(iii) Confidential Information shall also be deemed to include all notes, analyses, compilations, studies, copies or other documents prepared by the Company that contain, reflect or are based upon, in whole or in part, Confidential Information. Anything contrary to the above notwithstanding, Confidential Information shall not include Non-Protected Information, as such term is defined in Section 5 below.

2. NON-DISCLOSURE REQUIREMENT

Buyer agrees that during the period of its discussions and any future business relationship and for a period of two (2) years after the end of the business relationship that is the subject of the Transaction, the Buyer will (i) not at any time disclose or describe to any person or use other than to assess or carry out its responsibility in connection with the Transaction, Confidential Information of Buyer, other than as permitted by this Agreement or with prior express written consent of Buyer and (ii) protect the confidentiality of the Confidential Information with at least the degree of care with which it protects its own most confidential information and in no event with less than a commercially reasonable degree of care.

3. DISCLOSURES TO THIRD PARTIES

3.1 Prior to disclosure of any Confidential Information to any third party with the prior written consent of Buyer pursuant to Section 2 (a *“Permitted Recipient”*), the Buyer will obtain from such third party a written agreement to (i) disclose or use Confidential Information only in accordance with this Agreement; and (ii) return or destroy Confidential Information as required of the Buyer in this Agreement and after the third party has completed its work.

3.2 Buyer may disclose Confidential Information to its attorneys or accountants subject to a duty of confidentiality, executives and directors (collectively, *“Representatives”*) without prior written consent of Southern Capital Finance Group, LLC. The term *“Representatives”* shall also include any employee, agent or contractor of the Buyer present on Buyer premises (*“On-Site Representatives”*).

3.3 Buyer shall make no disclosure to a Permitted Recipient or Representative other than as required to carry out, or assess the advisability of, the Transaction. The Buyer shall instruct all On-Site Representatives to act in strict compliance with the terms of this Agreement. The Buyer shall be liable to Company for any breach of this Agreement by any of its Permitted Recipients or Representatives as if breached by the Buyer directly.

4. RETURN OF CONFIDENTIAL INFORMATION

Upon the request of Company, the Buyer shall deliver promptly to Company or, with Company’s written consent, destroy and certify such destruction in writing, any and all Confidential Information of the Disclosing Party in its possession or under its control, and any copies and extracts thereof. Notwithstanding the foregoing, the Buyer shall not be obligated to return or destroy any Confidential

Information or such other documents to the extent otherwise required by any applicable law or regulation.

5. NON-PROTECTED INFORMATION

“Non-Protected Information” shall mean Confidential Information that, at the time it is disclosed by Buyer is:

5.1 already in the Buyer’s rightful possession from another source not bound by any confidentiality obligation.

5.2 known generally to the public; or

5.3 independently developed by the Buyer without violating any of its obligations under this Agreement.

6. NON_CIRCUMVENTION

- (a) Buyer shall not use, or assist others in using, any Company Confidential Information for competitive trade purposes or to circumvent Buyer in any transaction or contact with any person or entity introduced by Buyer without Buyer's prior written approval. Buyer shall deal exclusively through Company in communicating with any third-party Buyer introduces or discloses to Buyer in writing, which may include email communications. The obligations created by this paragraph shall continue throughout the term of this Agreement.
- (b) Buyer shall not use, or assist others in using, any Company Confidential Information for competitive trade purposes or to circumvent Company in any transaction or contact with any person or entity introduced by Company without Company's prior written approval. Buyer shall deal exclusively through Company in communicating with any third-party Company introduces or discloses to Buyer in writing, which may include email communications. The obligations created by this paragraph shall continue throughout the term of this Agreement.
- (c) The obligations created by this paragraph shall continue throughout the term of this Agreement which is two (2) years.

7. ACCURACY OF RELEVANT INFORMATION; NO OBLIGATION.



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The Buyer acknowledges and agrees that Company makes no representation or warranty (whether express or implied) as regards the Confidential Information (including, without limitation, its accuracy or completeness) and that Company will not have any liability in respect of the use of such Confidential Information by the Buyer. This Agreement shall not impose any obligation to enter into any business relationship or transaction between the parties.

8. NON-CONVEYANCE OR LICENSE

Nothing in this Agreement shall be construed to convey to the Buyer Confidential Information any right, title, interest or copyright in any Confidential Information or any license to use, sell, exploit, copy or further develop any such Confidential Information.

9. APPLICABLE LAW

This Agreement shall be construed for all purposes in accordance with the law of the State of Georgia. Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever arising in connection with this Agreement except the courts of the United States or the State of Georgia sitting in Cherokee County, Georgia, and any appellate court therefrom. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10. SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement which shall otherwise remain in full force and effect, but only to the extent that the original intent of this Agreement would not be altered in any material respect.

11. REMEDIES

It is further acknowledged, understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by a party, and, in the event of such breach or threatened breach, Buyer shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach or threatened breach without posting any bond. Such remedies shall not be deemed to be the exclusive remedies for a breach by any party or this Agreement but shall be in addition to all other remedies available at law or equity.

12. ATTORNEYS' FEES

In the event any action or proceeding is commenced to construe or enforce any provision of this Agreement or as a result of a breach or threatened breach of this Agreement, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

13. COMPELLED DISCLOSURE

Company shall not be liable for disclosure of Confidential Information if such disclosure is made in response to a valid order of a court or authorized government agency. In the event that the Company is requested (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigate demand or similar process) to disclose any part of the Confidential Information, the Company shall, to the extent lawful, notify Buyer promptly of such request(s), and the documents requested thereby, so that Buyer may seek an appropriate protective order and/or waive in writing the Company's obligation not to disclose the Confidential Information. If, in the absence of a protective order or the

receipt of a waiver hereunder, the Company is nonetheless compelled to disclose all or part of the Confidential Information, the Company may disclose only such portion of the Confidential Information required to be disclosed without liability hereunder. Notwithstanding the foregoing, the Company may disclose the Confidential Information to any regulatory agency in the normal course of an examination, audit or investigation involving the Company.

14. NON-SOLICITATION

For a period of two years after the date of this Agreement, neither party will without the other party's prior written consent, solicit, endeavor to entice away, employ or offer directly or indirectly to employ any officer or employee of the other party.

15. ASSIGNERS AND SUCCESSORS

This Agreement shall be binding upon the parties hereto and their respective assigns and successors.

16. ENTIRE AGREEMENT

The instrument contains the entire agreement between the parties with respect to the subject matter addressed herein. This Agreement may not be amended or modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective, duly authorized officers as of the date indicated above.



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Buyer Name

BY: _____

Name: _____

Title: _____

Date: _____

Southern Capital Finance Group, LLC

BY: _____

Name: Kevin Luebke

Title: President

Date: _____