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## MUTUAL CONFIDENTIALITY AGREEMENT BETWEEN THE SIGNING PARTIES

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**THIS CONFIDENTIALITY AGREEMENT**, by and between the signing parties (the Parties), shall govern the conditions of disclosure of confidential technical and business information, whether written or oral, during discussions between the parties hereto ("Information"); provided that such Information, if received in writing, shall be labeled as confidential or, if received orally, shall be identified as confidential and confirmed as confidential by the disclosing party within 30 days after disclosure.

With regard to Information, Parties agree:

- (1) To receive and to hold such Information in confidence;
- (2) To exercise all reasonable precautions to prevent the disclosure of such Information to others; and
- (3) To use such Information only to evaluate a possible future relationship between the parties.

Notwithstanding the above, Parties shall not have any obligation with respect to any portion of the Information:

- (1) That the receiving party can demonstrate by written records was previously known to the receiving party prior to receipt either directly or indirectly from the disclosing party; or
- (2) That is now public knowledge, or becomes public knowledge in the future, other than through acts or omissions of the receiving party in violation of this Confidentiality Agreement; or
- (3) That is lawfully obtained by the receiving party from sources independent of the disclosing party who have a lawful right to disclose such Information; or
- (4) That the receiving party can demonstrate that it has developed at any time independent of the information of the disclosing party.

Parties may disclose the information to the extent such disclosure is reasonably necessary in complying with applicable governmental laws or regulations.

Each Party warrants that it has the full right to enter into this agreement.

It is further agreed that the furnishing of Information shall not constitute any grant, option, or license under any patent or other intellectual property rights now or hereinafter held by each party.

This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of Delaware, United States of America, without reference to conflict of laws principles or statutory rules of arbitration.

This Agreement constitutes the entire and exclusive agreement between the parties with respect to the confidentiality subject matter hereof.

The obligations under the terms of this Agreement shall continue in full force and effect for two years after the date set forth below unless superceded by a later agreement.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, are duly authorized to execute this Agreement as of the date set forth below.

**For: Tiburon Enterprises, LLC**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

**For:** \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

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