

**BUNNELL IDEA GROUP, INC.**  
**CONFIDENTIAL DISCLOSURE AGREEMENT**

This Confidential Disclosure Agreement (this "**Agreement**") is made on \_\_\_\_\_ by and between Bunnell Idea Group, Inc., a Georgia corporation whose address is 999 Peachtree Street NE, Suite 860, Atlanta, GA 30309 ("**Company**") and the other party whose name and address appear at the end of this Agreement ("**Recipient**").

*Background*

Company or its employees, consultants, or agents have disclosed and will disclose to Recipient certain trade secret, confidential, and proprietary information of or relating to Company, its business, services, plans, business partners, developers, or operations. Company regards this confidential information as a valuable trade secret and requires that it remain secret. Both parties recognize that it is necessary that the information be kept secret and confidential as provided under the terms of this Agreement. In consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following terms, intending to be legally bound.

**1. Disclosure and Use.**

- a. Company or its employees, consultants, or agents have disclosed and will disclose Confidential Information (as defined in Section 2) to Recipient.
- b. Recipient may use the Confidential Information only for the purpose of either (i) creating or evaluating a proposal for a business relationship with Company or (ii) providing goods or services to, or procuring goods or services from, Company.

**2. Definition. "Confidential Information"** means data and information:(A) relating to the business of Company, regardless of whether the data or information constitutes a trade secret as that term is defined in O.C.G.A. Section 10-1-761;(B) disclosed to Recipient or of which Recipient became aware of as a consequence of its relationship with Company;(C) having value to Company; (D) not generally known to competitors of Company; and (E) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information (including, without limitation, concepts, methods, teaching materials and curriculum); provided, however, that such term shall not mean data or information (1) which has been voluntarily disclosed to the public by Company, except where such public disclosure has been made by Recipient without authorization from Company; (2) which has been independently developed and disclosed by others; or (3) which has otherwise entered the public domain through lawful means.

**3. Treatment.** Recipient shall, and shall cause its employees and independent contractors to: (i) preserve and maintain as confidential and secret all Confidential Information that has been disclosed before the date of this Agreement and that may hereafter be disclosed to it, and to not disclose the Confidential Information to any third parties without Company's prior written consent; and (ii) treat all Confidential Information with the same care as it uses in the protection of its own confidential information and data of like importance, or which it, at the very least, would reasonably use to prevent the misappropriation thereof. Recipient covenants not to use the Confidential Information for any purpose other than as authorized by Section 1.b, including but not limited to, engaging in any business in competition with Company or its prospective businesses. Recipient shall not disclose the Confidential Information to any third parties.

**4. Ownership and Rights.** All tangible materials containing Confidential Information including, but not limited to: drawings, computer printouts or files, software, reports, papers, specifications, plans, surveys, letters, charts, graphs, lists, agreements, memos, meeting notes, teaching materials, and all reproductions and copies of any of the foregoing shall, as between the parties hereto, be deemed the property of Company and shall be returned to it immediately upon request. Recipient agrees that all invention rights and copyrights in or relating to the Confidential Information (and in all copyrightable works relating thereto, whenever created), as well as any improvements or design contributions conceived by either party, are and shall be the exclusive property of the Company. Absent any subsequent written agreement between the parties to the contrary, any copyrightable works created by Recipient, its employees, or agents relating to any projects for the Company or the Confidential Information, shall be deemed works made for hire. Recipient agrees to execute any and all applications, assignments, and other documents necessary to apply for, transfer, or assign to or on behalf of Disclosing Party all United States and foreign country rights in, title to, and interests in all patents, inventions, improvements, and copyrightable works relating to the Company or the Confidential Information created by Recipient, its employees, or agents, now or in the future.

**5. No License.** This Agreement does not specifically or impliedly constitute or grant a license to Recipient to use the Confidential Information, other than as specified in Section 1.b. Nothing in this Agreement nor in the disclosure of Confidential Information shall convey to Recipient any patent or invention rights, trade secrets, or other proprietary rights of Company.

**6. Not an Agreement for Sale.** Nothing herein shall be construed to obligate either party to enter into any other agreement respecting the Confidential Information or otherwise, nor shall this Agreement be construed as an agreement for the sale, purchase, or the furnishing of services by one party to the other.

**7. Indemnity.** The Recipient agrees to indemnify Company against all costs, expenses (including but not limited to actual attorneys' fees and court costs incurred in enforcing this Agreement), damages, liabilities, and injuries caused by or relating to Recipient's breach of this Agreement or Recipient's use or treatment of Confidential Information.

**8. Equity.** The parties agree that monetary damages will be inadequate to compensate Company in the event of a breach of this Agreement by Recipient. Consequently, the parties agree that in the event of a breach or threatened breach by Recipient or its employees, Company will be entitled to temporary and permanent injunctive relief (in addition to other remedies at law) without the necessity of proving actual damages.

**9. Term.** The provisions of Section 1.b of this Agreement shall expire two (2) years from the date first set forth above, unless either party gives the other notice of its intention to terminate this Agreement earlier, in which case the provisions of such Section 1.b shall terminate 30 days from the date such notice is delivered, and upon such termination Recipient (and any other parties having any Confidential Information) shall immediately return to Company all copies and materials containing Confidential Information and unrecoverably delete all electronic copies containing Confidential Information and

promptly provide Company with a written certification that Recipient has done each of the above. The provisions of Section 3 of this Agreement shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains confidential, except with regard to Confidential Information that is also a trade secret under prevailing law, the provisions of Section 3 shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret. The provisions of Sections 4, 5, 6, 7, 8, 9, 10 and 11 shall survive the termination or expiration of this Agreement in accordance with their terms in order to give full effect to such provisions.

10. **Consent to Jurisdiction.** THE STATE COURTS IN AND FEDERAL COURTS FOR FULTON COUNTY, GEORGIA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR ALL MATTERS RELATING TO THIS AGREEMENT AND EACH PARTY SIGNING THIS AGREEMENT CONSENTS TO PERSONAL JURISDICTION IN AND VENUE OF SUCH COURTS.

11. **Miscellaneous.** The provisions of this Agreement are intended to be enforceable in accordance with their terms, and whenever possible this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any clause of this Agreement shall be prohibited by or invalid under such law, such clause shall be deemed ineffective to the extent of such prohibition or invalidity and such clause shall be severed from the remainder of this Agreement without invalidating the remainder of any provision containing such clause or the remaining provisions of this Agreement. The laws of the State of Georgia shall govern this Agreement except to any extent that such laws would apply the laws of another jurisdiction. Any notices required by this Agreement shall be made in writing and shall be delivered in person, sent by an internationally-recognized overnight courier, or by certified mail return-receipt-requested to the party's address as set forth in this Agreement. Any waiver of rights or remedies for breach of this Agreement shall not be valid unless made in writing and no previous waiver shall be deemed a waiver of any subsequent breach. The terms of this Agreement constitute the sole and entire understanding of the parties hereto with respect to the subject matter hereof and they supersede any other agreements, representations, discussions, or promises between the parties relating to the Confidential Information or the other subject matter hereof. This Agreement cannot be amended, except by a written document signed by both parties and specifically identifying this Agreement. The rights and obligations placed on the parties under this Agreement may not be assigned by Recipient but may be assigned by Company. Any successors and permitted assigns of the parties shall be bound by the terms hereof. Time is of the essence in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as if they were originals. This Agreement shall be binding on all subsidiaries, owners, affiliates, employees, and agents of each of the parties hereto.

The parties have executed this Agreement by themselves or their respective authorized agents on the date first above written.

**COMPANY**

Bunnell Idea Group, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company's address:  
999 Peachtree Street NE, Suite 860  
Atlanta, GA 30309

**RECIPIENT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Recipient's address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_