



---

## MUTUAL CONFIDENTIALITY AGREEMENT

**THIS MUTUAL CONFIDENTIALITY AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”), by and between CCR PARTNERS, LLC (“COMPANY”), a Georgia limited liability corporation with an address 3300 Hamilton Mill Rd Suite 102 PMB 3024 Buford GA, 30519, and \_\_\_\_\_ of \_\_\_\_\_. Located at \_\_\_\_\_.

**WHEREAS**, each party owns and/or has the right to disclose certain valuable information which is considered confidential;

**WHEREAS**, the parties wish to evaluate various business opportunities and research clinical research services collaborations.

**WHEREAS**, the parties desire to define the rights and obligations of each party with respect to the use and protection of the Confidential Information.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The terms “Discloser” shall refer to the party disclosing Confidential Information and “Recipient” shall refer to the party receiving Confidential Information.
2. “Confidential Information” means any and all information previously or hereafter furnished by or on behalf of Discloser to Recipient, including without limitation any and all information relating or pertaining to designs, calculations, performance, ideas, findings, products, inventions, discoveries, prototypes, equipment, samples, specifications, processes, methods, marketing or promotion of products, know how, data collection methodologies, test and other data, descriptions, formulas, sizing, analysis, budgets, projections, reports, plans, research and development, notes, studies, contracts, programs, software, code and business policies or practices, whether in written, electronic or any other form, whether disclosed to Recipient by plans, drawings, reports, sketches, photographs, graphs or other written materials or documents, by conversation with employees or agents, by observation or inspection of physical objects or displays, or by any other method, any and all objects, analyses, compilations, studies, data, documents or other records or materials prepared by or for Recipient which contain or otherwise reflect such information, and any and all information derived by examination, testing or analysis of any such information, whether marked confidential or not.
3. The obligations of confidentiality hereunder shall not apply to any information of Discloser which Recipient can establish and conclusively demonstrate:
  - a. was in the public domain at the time of disclosure by Discloser to Recipient;

- b. became part of the public domain after disclosure by Discloser to Recipient through no fault of Recipient;
- c. was acquired by Recipient independently, after disclosure by Discloser to Recipient hereunder, from a third party without breach of agreement or violation of law; or
- d. was in Recipient's possession prior to the time of disclosure by Discloser to Recipient.

Recipient shall have the burden of proving the applicability of any of the foregoing exceptions by documentary proof. Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (i) specific and embraced by more general information generally available to the public or in Recipient's possession or (ii) a combination which can be pieced together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.

4. Recipient covenants and agrees that it shall not use or permit the use of any Confidential Information for any purpose whatsoever, except for the Permitted Purpose, and such Confidential Information shall not be used, directly or indirectly, in any way detrimental to Discloser. Without limiting the foregoing, Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information. Recipient shall exercise the highest degree of care to safeguard the Confidential Information from access or disclosure, including without limitation by restricting access to Confidential Information to only essential personnel and maintaining all documents, data, and records containing Confidential Information in a secure location. Recipient shall maintain control records sufficient to identify locations of all Confidential Information and the names of all persons having access to Confidential Information.

5. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will fully cooperate with Discloser in every reasonable way to help regain possession of the Confidential Information and prevent its further use.

6. Recipient acknowledges that their failure to comply with any provision of this Agreement will cause Discloser irreparable harm. Since a remedy at law for such a failure would be an inadequate remedy for such other party, Recipient consents to Discloser seeking and obtaining from a court having jurisdiction an order of specific performance, an injunction, a restraining order or other equitable relief in order to enforce any provision of this Agreement. The rights of a party to seek and obtain specific performance, an injunction, a restraining order and other equitable relief shall be in addition to, and not in lieu of, any other remedy to which it is entitled under applicable law (including, but not limited to, monetary damages) and Recipient hereby waives any requirement for security or posting of any bond in connection with any such relief. Recipient also agrees to defend, indemnify and hold Discloser harmless from any and all damages, claims, losses, causes of action, liability, costs and expenses arising out of or relating to any breach of this Agreement by Recipient.

7. This Agreement shall be effective as of the Effective Date and will extend until written termination by either party. Notwithstanding the return or destruction by Recipient of the Confidential Information of Discloser or the termination or expiration of this Agreement for any reason, the parties' rights and obligations under this Agreement with respect to any and all Confidential Information shall survive and continue in perpetuity.

8. Nothing in this Agreement shall be construed to convey to Recipient any right, title, license or interest in or to the Confidential Information of Discloser or any right, title or interest in any

intellectual property, including but not limited to trade secrets, copyrights or patents of Discloser. Each party agrees that it will not use or exploit the Confidential Information or intellectual property of the other party for its own benefit or that of any third party, and may only make use of the Confidential Information for the Permitted Purpose or as otherwise may be specifically authorized by Discloser in writing. Recipient acknowledges that neither Discloser or its representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, and Recipient agrees that none of such persons shall have any liability to Recipient relating to or arising from Recipient's use of any Confidential Information or for any error therein or omissions therefrom.

9. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned, whether directly or indirectly through change in ownership, control or operation of law, by either party hereto without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement may be amended only by means of a written instrument executed on behalf of both parties hereto. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. If any part of this Agreement is declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. If the severance of any such part of this Agreement materially affects any other rights and obligations of the parties hereunder, the parties will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

10. During the term of this Agreement and for a period of two years thereafter, each party agrees not to directly or indirectly solicit, negotiate, contract, or enter into any business transactions or relationships with any third parties introduced by the other party, related to the Project, without the prior written consent of the other party.

11. This Agreement shall be exclusively governed by and construed in accordance with the laws of Georgia, without giving effect to any conflict-of-law rules requiring the application of the substantive law of any other jurisdiction. The parties agree that in any dispute between the parties arising out of or relating to this Agreement, exclusive jurisdiction and venue shall be in the state or federal courts of Georgia, County of Gwinnett, and the parties hereby consent to such jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**CCR Partners, LLC**

By:   
Date: 2024  
Name: Lisa Rich-Milan  
Title: CEO / Founder

**Company Name**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_