

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between FCFBA LLC. ("Axiom Prep"), and _____ ("Company").

BACKGROUND:

The parties intend to discuss the formation of a business relationship with each other, may form such business relationship, and may participate in business activities during such business relationship (collectively, the "Business Purpose"). While pursuing the Business Purpose, each party (the "Receiving Party") may obtain certain proprietary and confidential information that relates to the other party's (the "Disclosing Party") finances, pricing, research, development, business activities, products, services, affiliates, process methodology, or technical knowledge ("Confidential Information"). The term "Confidential Information" includes any modifications or derivatives prepared by the Receiving Party that contain or are based upon Confidential Information of the Disclosing Party, and existence and nature of the parties' relationship. The parties wish to set forth the terms and conditions relating to the treatment of such information.

NOW, THEREFORE, Company and Axiom Prep, for good and valuable mutual consideration, hereby agree as follows:

1. Each party shall disclose certain of its Proprietary and Confidential Information relating to the above Business Purpose.
2. The Receiving Party: (a) will use the Disclosing Party's Confidential Information only in connection with the Business Purpose, (b) will protect the confidentiality of the Disclosing Party's Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, and using no less than reasonable care; (c) will not copy or modify the Disclosing Party's Confidential Information except as necessary to achieve the Business Purpose; (d) will not disclose the Disclosing Party's Confidential Information except to its directors officers, employees (and in the case of Axiom Prep, its contractors and agents) who need to know the Confidential Information to achieve the Business Purpose and who are bound by confidentiality obligations at least as stringent as those in this agreement and, in the case of Axiom Prep to its affiliates or direct or indirect subsidiaries; and (e) will be responsible for any breach of this Agreement by any of its directors, officers, employees, contractors, or agents. Either party may obtain an injunction or other equitable relief to enforce this Agreement, without posting a bond and without proof of actual damages.
3. Any reports or other documents resulting from the exchange of information hereunder shall be treated as Confidential Information.
4. Confidential Information shall not include, however, any information that:
 - (a) is now or hereafter becomes publicly known without violation of this Agreement; or
 - (b) was known by the recipient prior to the time of disclosure hereunder; or
 - (c) was received by the recipient from a third party legally entitled to disclose the information; or
 - (d) is independently developed by the recipient (including, in the case of Axiom Prep, any of its affiliated companies or direct or indirect subsidiaries) without resort to the information disclosed hereunder.
5. All tangible Confidential Information disclosed hereunder will be marked "Confidential," "Proprietary," or with a designation of similar meaning, and all Confidential Information disclosed orally shall be subsequently reduced to writing and marked. Notwithstanding the failure of either party to mark tangible information or reduce to writing and mark any information that is conveyed verbally, information that by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary will be treated as Confidential Information by the Receiving Party. Upon the request of the Disclosing Party at any time, the recipient shall promptly return all such tangible Confidential Information, including all copies in whatever medium embodied, to the Disclosing Party.
6. If the Receiving Party receives a subpoena or other process demanding the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party and tender to it the defense of such demand. Unless the demand is timely limited, quashed, extended, or stayed, the Receiving Party may disclose only that part of the information that is required by law to be disclosed (on the afternoon of the last day for compliance). If requested by the Disclosing Party, the Receiving Party will cooperate (at the Disclosing Party's expense) in the defense of a demand. Nothing in this Agreement obligates any party to violate any securities laws or regulations regarding the disclosure of information.
7. The obligations specified in this Agreement shall terminate two (2) years after the date of disclosure of the applicable Confidential Information under this Agreement. In the case of Confidential Information that is a trade secret under applicable law, the obligations specified in this Agreement shall continue for so long as such Confidential Information remains a trade secret, and such obligations will survive termination of this Agreement and any other agreements entered into by the parties.
8. Any amendments to this Agreement must be in writing and executed by authorized officials of the parties hereto. All Confidential Information is and remains the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Information.
9. This Agreement: (a) constitutes the entire understanding and agreement between the parties as to Confidential Information and supersedes all prior discussions and agreements, either oral or written, express or implied, as to Confidential Information; (b) will be governed by Georgia law, without regard to conflicts of laws principles, and may be litigated only in federal or state courts in Georgia;

(c) may be executed in counterparts, each of which will constitute an original; (d) may be assigned only upon the prior written approval of the parties; (e) will be binding on the parties' successors and permitted assigns; (f) may be modified by a writing signed by both parties; (g) does not constitute a commitment by either party to acquire or provide any product or service; and (h) does not create any partnership, agency relationship, or joint venture.

10. If any provision of this Agreement is found to be fully or partially invalid or unenforceable, it will be enforced to the extent permitted by law, and the remainder will not be affected. No waiver of any provision of this Agreement will constitute a waiver of the same provision on another occasion. Each party represents and warrants that it is not prohibited by the Bureau of Industry and Security of the U.S. Department of Commerce or the Office of Foreign Assets Control of the Department of the Treasury from receiving any Confidential Information.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date set forth below.

_____	FCFBA LLC.
“Company”	“Axiom Prep”
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date