



NON-DISCLOSURE AGREEMENT

This mutual Non-Disclosure Agreement (“Agreement”) is made effective as of the 04-25-2024, by and between Futura Systems, Inc., a Georgia corporation, with its principal place of business at 100 Ashford Center North, #350, Atlanta, Georgia 30338 and City of Cartersville, Georgia, a Georgia corporation with its principal place of business at 1 North Erwin Street, Cartersville Georgia, 30120, the “Parties,” to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to each other.

For purposes of this Agreement, the “Purpose” for which Confidential Information shall be shared is to determine the feasibility of a potential business relationship. Either party may find it necessary and desirable to disclose to the other party certain highly valuable, confidential and proprietary information both oral and written pertaining to its technology, discoveries, ideas, concepts, know-how, designs, specifications, marketing plans, pricing, and other technical, financial, business plans and strategies, as well as information either party has received from others and which it is obligated to treat as confidential, and information relating to its vendors and relationships and information associated with their technology, plans and strategies (all such information is collectively referred to hereinafter as the "Confidential Information"). In reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. Subject to the limitations set forth in Paragraph 2, all information disclosed by either party to the other shall be deemed to be "Confidential Information." Such Confidential Information shall include but not be limited to (i) all written information of the disclosing party which conspicuously bears a “Confidential,” “Proprietary” or similar designation; (ii) all oral information of the disclosing party which is identified at the time of disclosure as being of a confidential or proprietary nature; (iii) all aspects and factors of pricing of any products or services; and (iv) all discussions or agreements relating to a transaction between the parties or the terms relating thereto and the existence of such discussions or agreements.
2. The term "Confidential Information" shall not be deemed to include information disclosed by either party that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure without restriction on disclosure; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party without breach of this Agreement; or (e) is subsequently disclosed with the prior

written approval of the disclosing party. In addition, this Agreement will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or a valid order of a court or other governmental authority; provided, however, that the responding party shall first have given notice to the disclosing party and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.



3. Each party shall maintain the other party's Confidential Information in trust and confidence and shall not disclose to any third party or use for any unauthorized purpose any Confidential Information for a period of five (5) years following the date of disclosure of such Confidential Information; provided, however, that Confidential Information that qualifies for treatment as a Trade Secret shall be kept confidential and protected from unauthorized disclosure for so long after five years as it continues to qualify for such protection under Georgia law. Each party may use such Confidential Information only to the extent required to accomplish the Purpose of this Agreement. Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations including, without limitation, the export control laws of the United States.
4. The receiving party will not copy any Confidential Information of the disclosing party, except as authorized in writing by the disclosing party, and shall protect any such authorized copies in accordance with this Agreement.
5. Each party shall only provide access to Confidential Information to its employees who have a need for such information in order to assist the party in the Purpose of this Agreement, are advised of the confidential nature thereof, and agree to be bound by this Agreement. Each Party agrees that its employees shall be bound by the terms of this Agreement and that it is responsible for their compliance. For the purposes of this Section 5, the term "employee" shall include, employees, directors, officers, consultants and other agents of the receiving party.
6. All Confidential Information (including all copies thereof) shall remain the property of the disclosing party and shall be returned to the disclosing party after the receiving party's need for it has expired, or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement.
7. This Agreement shall continue in full force and effect for so long as the parties continue to exchange Confidential Information for the Purpose described above. This Agreement may be terminated by either party at any time upon five (5) days written notice to the other party. The termination of this Agreement in

any case shall not relieve either party of the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination, and the provisions of this Paragraph and Paragraphs 8, 9, 10, 11, 12 and 13 shall survive the termination of this Agreement to the extent necessary to serve their intended purposes.
8. This Agreement shall be governed by the laws of the State of Georgia, without consideration for its choice of law provisions.
9. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.



10. Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by the other party, including, without limitation, the actual or threatened disclosure or unauthorized use of a disclosing party's Confidential Information without the prior express written consent of the disclosing

party, the disclosing party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each party hereby agrees that the other party may be entitled to specific performance of the receiving party's obligations under this Agreement or to an injunction against a breach of such obligations, as well as such further relief as may be granted by a court of competent jurisdiction.

11. Each party understands that the other party may currently or in the future be developing technologies or products, or receiving technologies or products and related information from other parties that may be similar to the technology and related products of the other party to this Agreement. The parties agree that nothing in this Agreement shall limit in any way either party's ability to develop technologies or products, or have products developed for it, that compete with the other party's technology and related products provided that in so doing, such party does not breach the terms or conditions of this Agreement concerning, among other things, the confidentiality of and limited use and disclosure of Confidential Information.

12. The parties' rights and obligations under this Agreement will bind and insure to the benefit of their respective successors, heirs, executors and administrators. This Agreement may not be assigned by either party without the prior written consent of the non-assigning party.

13. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.

14. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon the personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

[Signatures appear on the next page following.]



This Agreement shall be effective as of the date first written above.

Executed BY: FUTURA SYSTEMS

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXECUTED BY: CITY OF CARTERSVILLE, GEORGIA

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____