

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made effective as of _____, 2019 (the "Effective Date"), by and between ONA Property Holdings, LLC. ("ONA Holdings"), of 300 Colonial Center Pky STE 100N, Roswell, GA 30076, and _____, of _____. In connection with a possible real estate transaction between ONA Holdings and _____ (the "Project"), the parties will disclose to each other certain confidential and proprietary information. In consideration of each party agreeing to furnish such confidential and proprietary information to the other party, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material related to the Project which is proprietary to the disclosing party, whether or not owned or developed by the disclosing party, which is not generally known other than by the disclosing party, and which the receiving party obtains through any direct or indirect contact with the disclosing party in connection with the Project. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the disclosing party concerning its business including, without limitation, technology and information of the disclosing party and any third party with which the disclosing party deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that was publicly available at the time of disclosure;
- information rightfully received by the receiving party from a third party without a duty of confidentiality;
- information independently developed by the receiving party without access to the disclosing party's Confidential Information;
- information disclosed by operation of law;
- information disclosed by the receiving party with the prior written consent of the disclosing party;
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The receiving party understands and acknowledges that the Confidential Information has been developed or prepared by the disclosing party by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the disclosing party that the disclosing party asserts provides it with a significant competitive advantage, and needs to be protected from improper disclosure. Accordingly, each party agrees as follows:

A. No Disclosure. The receiving party will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the disclosing party.

B. No Copying/Modifying. The receiving party will not copy or modify any Confidential Information without the prior written consent of the Owner.

C. Unauthorized Use. The receiving party shall promptly advise the disclosing party if the receiving party becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The receiving party shall only disclose Confidential Information to its employees and agents who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of the Project and who have agreed to be bound by the obligations of this Agreement.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it reasonably appears that the receiving party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the disclosing party shall be entitled to seek an injunction to restrain the receiving party from disclosing the Confidential Information in whole or in part. The disclosing party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. For a period of five (5) years after the end of the term of this Agreement, the receiving party will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by the disclosing party to the receiving party in connection with the Project for the purpose of preventing the disclosing party from realizing or recognizing a profit or fees related to the Project without the specific written approval of the disclosing party. If such circumvention of the disclosing party shall occur, the disclosing party shall be entitled to receive any commissions due relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the disclosing party, the receiving party shall return to the disclosing party all written materials containing the Confidential Information. The receiving party, upon request, shall also deliver to the disclosing party written statements signed by the receiving party certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. NO WARRANTY. The receiving party acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. The disclosing party makes no warranties, express or implied, with respect to the Confidential Information and hereby expressly disclaims any and

All implied warranties of merchantability and fitness for a particular purpose. In no event shall the disclosing party be liable to the other party for any direct, indirect, special, or consequential damages in connection with or arising out of the performance or use of any portion of the confidential information. The disclosing party does not represent or warrant that any product or business plans disclosed to the receiving party will be marketed or carried out as disclosed, or at all unless and until a definitive agreement regarding the Project has been fully executed and delivered. Any actions taken by the receiving party, changes in its position, or commitments to third parties in response to the disclosure of the Confidential Information shall be solely at the risk of the receiving party.

VIII. LIMITED LICENSE TO USE. The receiving party shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The receiving party acknowledges that Confidential Information in Confidential Information disclosed by the disclosing party under this Agreement are (and at all times will be) the property of the disclosing party, even if suggestions, comments, and/or ideas made by the receiving party are incorporated into any Confidential Information or related materials the disclosing party provides to the receiving party during the term of this Agreement.

IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty or representation under this Agreement.

X. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to seek to recover reasonable attorneys' fees and costs.

XI. TERM. The obligations of this Agreement shall survive five (5) years from the Effective Date or earlier in the event the disclosing party sends the receiving party written notice releasing the receiving party from this Agreement.

XII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Georgia. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

XIII. SIGNATORIES. This Agreement shall be executed by Dwight Elliston, Principal, on behalf of ONA Property Holdings, LLC. and _____, [Principal], on behalf of _____ and delivered in the manner prescribed by law as of the date first written above.

ONA Property Holdings, LLC

By: _____
Dwight Elliston

By: _____