

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is dated as of _____ 20____, by and between Cherokee County (the “**County**”) and _____ (“**Receiving Party**”), collectively referred to as “parties” or individually as “party” in this Agreement.

1. Information; Representatives. **Receiving Party** and the **County** are considering entering into a possible business relationship and/or one or more business transactions (collectively, the “**Transaction**”). The parties are prepared to make available and/or have made available to each other certain “**Confidential Information**” (as defined below) in connection with the Transaction and the discussions between the parties relating thereto. As a condition precedent to Confidential Information being shared between **Receiving Party** and the **County**, each party receiving the Confidential Information (the “**Receiving Party**”) by the party furnishing the Confidential Information (the “**Disclosing Party**”), and in consideration of the benefits to be potentially received by the Receiving Party as a result of its receipt of the Disclosing Party’s Confidential Information, the sufficiency of which is acknowledged by the Receiving Party, the Receiving Party agrees to treat the Disclosing Party’s Confidential Information in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions as set forth below. As used herein, “Confidential Information” of a party means confidential, non-public or proprietary information concerning such party’s business, operations, finances, sales, marketing, customers, products or technologies, including, without limitation, patentable and non-patentable inventions, ideas, know-how, technical and engineering information, past, current and planned research and development, strategic plans, products, devices, samples, specifications, processes, data, formulae, compositions,” designs, sketches, photographs, graphs and drawings, and all copies, reproductions, notes, extracts, compilations and repositories thereof created or furnished by either party, in each case whether in written, verbal, electronic or any other form and whether transmitted or created before, on or after the date hereof, as well as the existence and terms of this Agreement, any discussions which take place between the parties hereunder and any relationship or Transaction being evaluated by the parties in connection with this Agreement. As used herein, the “**Representatives**” of a party shall mean the directors, officers, employees and agents of the party.

2. Excluded Information. This Agreement shall not apply to Confidential Information: (a) that becomes available to the general public through no breach of this Agreement by the Receiving Party; (b) that becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party; (c) that was in the Receiving Party’s possession prior to receipt from the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party in respect thereof; or (d) that is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The party seeking to establish such an exception has the burden of proving it with written documentation.

3. Non-Disclosure of Information. The Receiving Party shall use the Disclosing Party’s Confidential Information solely for the purpose of evaluating or participating in the Transaction with the Disclosing Party. The Receiving Party shall keep the Disclosing Party’s Confidential Information confidential and shall not, directly or indirectly, disclose any of the Disclosing Party’s Confidential Information in any manner whatsoever; *provided, however*, that (a) the Receiving Party may disclose such Confidential Information with the prior written consent of the Disclosing Party and in accordance with any limitations of such consent; and (b) the Receiving Party may disclose such Confidential Information to the Receiving Party’s employees and advisors who have a need to know such Confidential Information for the purposes of the Transaction between the Disclosing Party and the Receiving Party and who agree to keep such Confidential Information confidential and to comply with the terms of this Agreement. The Receiving Party shall carefully restrict access to the

Confidential Information to employees as is reasonably required. The Receiving Party agrees that a breach of this Agreement by any such employees or advisors shall constitute a breach by the Receiving Party.

4. Subpoena or Court Order. If the Receiving Party or anyone to whom it discloses the Disclosing Party's Confidential Information receives a request to disclose all or any part of the Disclosing Party's Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall: (a) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request; (b) if disclosure of such Confidential Information is required, furnish only such portion of such Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (c) cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of such Confidential Information that is required to be disclosed.

5. Return or Destruction of Information. At the request of the Disclosing Party, the Receiving Party shall (a) promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information made available by the Disclosing Party or its Representatives to the Receiving Party or its Representatives (and if so requested by the Disclosing Party, certify, in writing, such delivery to the Disclosing Party) and (b) destroy or deliver to all copies, reproductions, notes, extracts, compilations and repositories thereof created by either party (and if so requested by the Disclosing Party, certify, in writing, such delivery or destruction to the Disclosing Party).

6. Relationship Between the Parties. Nothing in this Agreement shall obligate either party to enter into any Transaction and this Agreement shall not be construed as creating, nor shall it create, a partnership, joint venture or agency relationship between the parties.

7. Term. This Agreement and the obligations of the parties herein shall remain in effect for five (5) years from the date hereof, except that the obligations of the parties herein shall survive the expiration of such five (5) year period and thereafter continue to remain in effect with respect to Confidential Information that is a trade secret under applicable law. Upon termination or expiration, all Confidential Information furnished here under shall remain the property of the Disclosing Party and shall be returned or destroyed promptly upon request together with all copies of Confidential Information made by the Receiving Party. Upon request, the Receiving Party shall furnish the Disclosing Party written notice certifying destruction.

8. Notices. Notices to the parties shall be deemed to have been duly given if sent by United States Certified Mail, Return Receipt Requested to the appropriate address set forth below each party's name on the signature page hereto or to such other address as may be given in a notice sent to all parties hereto.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to such subject matter. This Agreement shall be governed by the laws of the State of Georgia, excluding its conflicts of laws principles. Irrespective of the location of the parties' corporate headquarters or place of residence, the parties hereby submit to the jurisdiction of the federal or state courts located in the State of Georgia for resolution of any disputes arising out of this Agreement. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that a party may (without being released from its obligations hereunder) assign this Agreement to any third party who

succeeds to substantially all of its business or assets. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile. No amendment of any provision of this Agreement shall be valid unless the amendment is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving party. No waiver by either party of any breach of this Agreement shall be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other such occurrence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(Receiving Party)

CHEROKEE COUNTY, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address:

Notary

State of Georgia, County of Cherokee, on the ____ of _____, 20__ before me, the undersigned, _____ and _____, personally appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this application and acknowledged to me that he/she executed the application and swore that the statements made by him/her in the application and all supporting materials are true, complete, and correct.

Notary Signature: _____

Notary License Expiration Date: _____