

PLEASE COMPLETE AND RETURN AGREEMENT VIA EMAIL: CA@321CAPITAL.COM OR FAX: (443) 320-9225

This Non-Disclosure Agreement, (hereinafter "Agreement"), which shall be regarded as a mutual and reciprocal contract between the Parties, is made and entered into as of the ___ day of ___ 2022 by and between Three Twenty-One Capital Partners ("Investment Banker") and _____ ("Recipient").

WHEREAS, the Parties hereto are desirous of establishing a mutually beneficial business relationship for the entirety of the evaluation of the sale, refinance, investment, joint venture partnership, or other related transaction of Three Twenty-One Capital Partners' client, herein referred to as Project Sage ("The Company"). The Parties hereto are prepared to disclose information or data of a confidential nature, including but not limited to financial information, client information, business concepts, business strategies, business opportunities, business relationships and sources of capital and financing.

NOW THEREFORE, in consideration of the mutual agreements contained herein,

1. Except as otherwise required by law, the Parties agree to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever except as may be necessary to complete the desired results above.
2. When requested all materials are to be returned or destroyed and no copies may be made or retained of any written information supplied. Notwithstanding the foregoing, one copy of the materials may be kept for legal, compliance, or other internal document retention policies, including copies made during automated back-up procedures.
3. This information shall not be disclosed to any employee, consultant or third party unless the said party agrees to be bound by the terms of this Agreement.
4. It is understood that either Party would have no obligation with respect to any information known by the other Party in this Agreement or as may generally be known within the industry prior to the date of this Agreement, or that shall become common knowledge within the industry thereafter.
5. The Parties acknowledge the information disclosed herein is proprietary or trade secrets and in the event of any breach, either Party shall be entitled to seek injunctive relief as a cumulative and not necessarily successive or exclusive remedy to claim for monetary damages.
6. This agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
7. Each Party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative. A copy of this Agreement transmitted via facsimile, bearing the signature (or e-signature) of one or both Parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both Parties.
8. This agreement expires upon one year of the date of execution of this document.

In witness of this, the Investment Banker and the Recipient have executed this Agreement as of the day and year first written above.

Signature: _____

Three Twenty-One Capital Partners: _____

Print Name: _____

Date: _____

Title, Company: _____

Phone Number: _____

Date: _____