



Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement (this "**Agreement**") is entered into as of the date of last signature below (the "**Effective Date**") by and between **CWI Ventures LLC d/b/a Victory Spirits Development**, a Georgia limited liability company ("**Victory Spirits**"), and _____, a

_____ ("**Counterparty**"), each a "**Party**" and together the "**Parties**."

Purpose. The Parties wish to exchange information in connection with Counterparty's response to Request for Proposals _____ (category: _____) and the evaluation, negotiation, and, if applicable, performance of a business relationship arising from it (the "**Purpose**").

1. Confidential Information

"**Confidential Information**" means any non-public information disclosed by or on behalf of a Party (the "**Discloser**") to the other Party (the "**Recipient**") in connection with the Purpose, whether oral, written, electronic, or in other form, that is designated confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information of Victory Spirits includes, without limitation, barrel inventory data, valuations and the VRV methodology, pricing, partner and buyer identities, platform functionality, and business plans. Confidential Information of Counterparty includes, without limitation, its pricing, capabilities, capacity, client identities, and the contents of its RFP responses.

2. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was rightfully known to the Recipient without restriction before disclosure; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by the Recipient without use of the Discloser's Confidential Information.

3. Obligations

The Recipient shall: (a) use the Discloser's Confidential Information solely for the Purpose; (b) not disclose it to any third party except to its employees, officers, advisors, and contractors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement; (c) protect it with at least the same degree of care it uses for its own confidential information, and no less than reasonable care; and (d) promptly notify the Discloser of any unauthorized use or disclosure of which it becomes aware.

4. Compelled Disclosure

The Recipient may disclose Confidential Information to the extent required by law, regulation, or court order, provided that (where legally permitted) it gives the Discloser prompt written notice and reasonable cooperation to seek protective treatment, and discloses only the portion legally required.

5. No License; No Obligation

All Confidential Information remains the property of the Discloser. No license or other right is granted under this Agreement, by implication or otherwise. Nothing in this Agreement obligates either Party to disclose any information, to respond to or accept any proposal, or to enter into any further agreement. This Agreement does not create any exclusivity, partnership, joint venture, or agency relationship.

6. Term; Return

This Agreement commences on the Effective Date and continues for two (2) years, provided that each Party's obligations with respect to Confidential Information disclosed during the term survive for three (3) years from the date of disclosure, and indefinitely for trade secrets for so long as they remain trade secrets under applicable law.

Upon the Discloser's written request, the Recipient shall promptly return or destroy the Discloser's Confidential Information, except for archival copies retained under standard backup procedures or as required by law, which remain subject to this Agreement.

7. Remedies

The Parties agree that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages would be inadequate, and that the Discloser is entitled to seek injunctive relief in addition to any other remedies available at law or in equity, without the requirement of posting a bond.

8. General

This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-laws principles, and the Parties consent to the exclusive jurisdiction of the state and federal courts located in Fulton County, Georgia. This Agreement is the entire agreement of the Parties regarding its subject matter, supersedes prior discussions on that subject, and may be amended only in a writing signed by both Parties. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets. If any provision is held unenforceable, the remainder continues in effect. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original.

CWI VENTURES LLC
d/b/a VICTORY SPIRITS DEVELOPMENT

SIGNATURE

NAME & TITLE

DATE

COUNTERPARTY

SIGNATURE

NAME & TITLE

DATE