



Company: Global CFS, Inc.

Name: Phil Fijal [phil.fijal@globalcfs.com](mailto:phil.fijal@globalcfs.com)

Date: 04.20.2023

## Mutual Confidentiality and Disclosure Agreement

Company and Americaneagle.com (each a “Discloser”) will be disclosing Confidential Information to each other (each a “Recipient”) for the purpose of obtaining information regarding the hardware and software necessary to establish and support certain services. The term “Confidential Information” includes, without limitation, proprietary software and data associated with the establishment and operation of Discloser’s business as well as information relating to each other’s past, present or future business activities, business plans, research, product design or development, personnel and business opportunities. Discloser is willing to provide Recipient with Confidential Information subject to the following terms and conditions:

1. Recipient agrees to keep confidential all Confidential Information that is disclosed to it by Discloser.
2. Recipient’s use of Confidential Information will be solely in connection with the purpose set forth above.
3. Recipient agrees to keep Confidential Information in confidence and the fact of its existence secret and under Recipient’s control and not disclose the same to any third parties without the prior written consent of Discloser.
4. Recipient agrees to limit disclosure of Confidential Information to employees, agents or advisors who need to know such Confidential Information in order to carry out the purpose set forth above, and Recipient will ensure that such individuals are bound by the terms of this Agreement.
5. At the conclusion of discussions in connection with the purpose set forth above, Recipient agrees to return to Discloser any and all materials, and copies of any and all materials, however obtained, which contain, embody or evidence the Confidential Information or to dispose of them as specifically requested by Discloser.
6. Recipient agrees that it will not, and will not authorize any third party to, translate, reverse engineer, decompile, disassemble or make any other unauthorized use of Confidential Information disclosed by Discloser.
7. The confidentiality obligations of this Agreement shall not apply to information which: (a) at the time of disclosure is reasonably available to the public; (b) becomes reasonably available to the public through no fault of Recipient; (c) is possessed by Recipient, as evidenced by written or other tangible evidence, prior to receipt of the information from Discloser; or (d) becomes known to Recipient from a third party who has no obligation of confidentiality to Discloser.
8. The obligations of this Agreement apply to discussions or disclosures between the parties involving Confidential Information that occurred prior to execution of this Agreement.
9. Nothing herein shall be construed as granting the Recipient any rights or licenses to any of Discloser’s intellectual property.
10. This Agreement shall be interpreted under and governed by the laws of the State of Illinois. Jurisdiction of any dispute which arises under or relates to this Agreement shall exclusively be in courts of competent jurisdiction in Chicago, Illinois, to the jurisdiction of which the parties submit.
11. This is the entire Agreement between the parties related to the subject matter hereof.

Acceptance of the conditions and terms of the Agreement is hereby indicated by signature of officials authorized to act on behalf of the respective parties.

Americaneagle.com

*Michael Svanascini*

Signature

**Michael Svanascini**

Name

**President**

Title

Date

Company

Signature

Name

Title

Date