

**MUTUAL CONFIDENTIALITY
and
NONDISCLOSURE AGREEMENT**

THIS AGREEMENT is entered into as of the day of , 202__, by and between _____,
with its principal offices at _____, and
_____ (“Recipient) - with its principal offices at _____.

1. The parties are interested in exchanging certain business and technical information of a confidential or proprietary nature (the “Confidential Information”) for the purpose of evaluating a possible business relationship between _____ and Recipient. Such Confidential Information shall include all information concerning the business or affairs of or Recipient (whether transmitted orally, in writing or through any electronic medium and whether transmitted prior to or after the date of this Agreement) that are not known by or generally available to the public at large, including, without limitation, the other party’s products, processes, business plans, marketing plans, existing systems, technology, trade secrets, procedures and protocols, manuals, guides, specifications and programs, and those in development, customer lists, customer needs and requirements, employee lists, financial information and all data received in confidence by _____ and Recipient from third parties.

2. _____ and Recipient each agrees that during its business dealings with the other and thereafter (a) except as may be required by applicable law or legal proceedings, it will hold the Confidential Information in the strictest confidence and will not copy or disclose any portion thereof to any third party without the written consent of the other; (b) it will not, except as set forth in this Agreement, at any time, make any use whatever of any portion of the Confidential Information on its own behalf or with or on behalf of any other entity; (c) it will not reverse engineer, decompile, disassemble any software disclosed by the other party; (d) it will not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (e) it will, upon termination of its business dealings with the other or at any time upon the other’s request, immediately return to the other or destroy, as the other may direct, all tangible records and all copies within its possession, custody, or control containing or reflecting any portion of the Confidential Information (whether recorded in writing or through an electronic medium).

3. The parties are willing to exchange such information with each other and hereby agree on behalf of themselves, their directors, officers, agents, representatives, employees and any advisers who may be appointed by either party, on the following basis:

(a) The receiving party shall not disclose to any person who is not a party to this Agreement, and shall not use, other than for the purpose of evaluating a possible business relationship between Recipient and _____, any Confidential Information received. The receiving party may disclose information to those of its directors, officers, agents, representatives, employees and advisers who have a need to know the Confidential Information to help evaluate the possible business relationship and who agree to the disclosure and use restrictions in this Agreement.

(b) The obligations set forth in paragraph 3(a) shall have no application when and to the extent the receiving party can establish by competent evidence that:

- (i) Such Confidential Information was generally known or available to the public, through no act or omission on the part of the receiving party; or
- (ii) Such Confidential Information was known to the receiving party prior to disclosure under this agreement; or
- (iii) Such Confidential Information was independently developed by personnel of the receiving party who have not had access to Confidential Information received from the disclosing party; or
- (iv) Such Confidential Information was provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this agreement.

4. _____ and Recipient each further agrees that (a) it will take reasonable precautions to safeguard the confidentiality of the Confidential Information in its possession, such precautions to be at least equivalent to those that it takes with respect to its own confidential and proprietary information; and (b) it will limit access to and the dissemination of the Confidential Information within its organization only to those persons who have a need to know such Confidential Information for the performance of their duties hereunder and have undertaken a binding written obligation of confidentiality with respect to the trade secrets of others entrusted to him or her.

5. _____ and Recipient agree that any Confidential Information disclosed by either party to the other prior to the effective date of this Agreement shall be subject to this Agreement, whether marked as Confidential Information or not.

6. Unless otherwise provided in a subsequent writing between the parties, _____ and Recipient agree that any Confidential Information disclosed by either party to the other is provided "as is," that no warranties are made by either party to the other with respect to Confidential Information, and that the disclosing party accepts no responsibility for any expenses, losses, or actions incurred or undertaken by recipient as a result of recipient's use of Confidential Information.

7. It is understood that no license, patent, or similar right with respect to information disclosed hereunder is granted to any party under this Agreement, and none of the parties through their execution of this Agreement is making any commitment whatsoever with regard to a possible business arrangement with any other party.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of law provisions. Each party hereby consents to the personal jurisdiction of the State of Florida, acknowledges that venue is action related to this Agreement and must be brought in a state or Federal court in the State of Florida, and waives any objection that may exist, now or in the future, with respect to any of the foregoing.

9. Should _____ or Recipient use, publish or disclose any Confidential Information belonging to the other party in an unauthorized manner, the party against whom disclosure was made shall be entitled to preliminary and permanent injunctive relief, all costs and fees relating thereto (including reasonable attorney's fees), any and all damages resulting therefrom, and any other relief afforded pursuant to the laws of the United States and several states and territories thereof. All additions, modifications and waivers to this Agreement must be made in writing and signed by both parties.

10. If any provision of this Agreement is held to be invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement.

10. No party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other, except to a purchaser of substantially all of the assets of the assigning party who agrees to be bound by the terms hereof. No permitted assignment shall relieve the assignor of its obligation under this Agreement.

12. This Agreement contains the entire understanding of the parties regarding the matters set forth herein. Only a writing signed by the parties may modify the Agreement. The failure of a party to insist on full compliance with any provision of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

IN WITNESS HEREOF, and intending to be legally bound hereby, the parties have executed this Agreement.

Owner/Operator:

Recipient:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____