

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (hereinafter the "Agreement") is effective _____, 2019 by and between Sven Budzisch (hereinafter the "Owner") of Lee County, Florida and Potential Buyer _____ (hereinafter the "Viewer") of _____.

Each and every reference to Owner and Viewer will be construed to include all of their respective affiliates and their officers, shareholders, trustees, directors, participants, employees, agents and /or representatives.

The Owner is engaged in an Engineering Company for Sale. The Viewer is engaged in the business of potentially purchasing said Engineering Company for Sale.

The Owner has in its possession, by and through its employees, organizers and consultants, certain confidential information which it desires to disclose to the Viewer. This Confidential Information will be disclosed to the Viewer for the purpose of Sale of Business.

The Owner requires, and the Viewer agrees, to treat this information as confidential and to protect the confidential material and information which may be disclosed between the Owner and the Viewer.

The Owner and the Viewer agree that their respective duties and obligations under this Agreement shall be reciprocal to the extent Confidential Information is disclosed by the Viewer to the Owner.

In furtherance of such Agreement, the parties hereby agree to the following:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner and which the Viewer obtains through direct or indirect contact with the Owner. Confidential Information includes, but is not necessarily limited to: 1) business records and plans; 2) financial statements; 3) customer lists and records; 4) trade secrets; 5) technical

information; 6) products; 7) product design information; 8) pricing structure and costs; 9) marketing and public relations information; 10) computer programs and listings; 11) copyrights, patents, and all other intellectual property; and 12) any and all other proprietary information.

Confidential Information does not include any matters of public knowledge, information freely disclosed by the Owner, and/or any other information that both parties agree in writing is not to be treated as confidential.

It is understood and agreed that all Confidential Information and any and all intellectual property rights, including, but not limited to, patent rights, copyrights, trademarks, and other proprietary rights, in and to the Confidential Information disclosed to the Viewer, shall be and remain the property of the Owner. In addition, nothing in this Agreement shall be construed (i) as establishing any joint venture or other business relationship, (ii) as granting to the Viewer any license or right to the Confidential Information or any intellectual property rights related thereto, or (iii), or as representing any commitment by either party to enter into any license or other agreement by implication or otherwise. Upon written request, the Viewer agrees to promptly return all Confidential Information to the Owner.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Viewer understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, the Viewer agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of the Owner. In addition, the Viewer agrees that:

A. No Copying/Modifying. The Viewer will not copy or modify any Confidential Information without the prior written consent of the Owner.

B. Application to Employees. Further, the Viewer shall not disclose any Confidential Information to any employees of the Viewer, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement, a copy of which shall be maintained by the Viewer and made available to the Owner.

III. TERM. Unless expressly terminated in writing by either party, the Confidential Information disclosed hereunder shall be protected for a period of five (5) years from the effective date of this Agreement. The period during which such information may be disclosed to each party shall not exceed one (1) year from the effective date of this Agreement. The effective date of this Agreement shall be determined by the date affixed hereto by the party last signing this Agreement. Upon termination of this Agreement, the provisions of Section IV of this Agreement shall automatically be implemented.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Viewer shall return to the Owner all materials, including all information in both written and electronic form, containing any and all Confidential Information. The Viewer shall also deliver to the Owner written statements signed by the Viewer and/or his/her employees certifying that all materials have been returned within five (5) days of receipt of the request.

V. NOTICES. Any and all notices, demands, or other communications required or desired to be given under this Agreement by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given. Any and all notices, demands, or other communications shall be addressed to the Owner and/or the Viewer at its/their then principal office and/or last know address.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any employment, agency, partnership, or joint venture relationships.

VII. NO WARRANTY. The Viewer acknowledges and agrees that the Confidential Information is provided on an AS IS basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

The Owner does not represent or warrant that any product or business plans disclosed to the Viewer will be marketed or carried out as disclosed, or at all. Any actions taken by the Viewer in response to the disclosure of the Confidential Information shall be solely at the risk of the Viewer.

VIII. LIMITED LICENSE TO USE. The Viewer shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The Viewer acknowledges that, as between the Owner and the Viewer, the Confidential Information and all related copyrights, patents, trademarks and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Viewer are incorporated into the Confidential information or related materials at any time.

IX. NON-COMPETE COVENANT. Upon entering into this Agreement with the Owner and for a period of three (3) years after termination of this Agreement with the Owner either in writing or by its own terms, the Viewer will not directly or indirectly engage in any business that competes with the Owner. This covenant shall apply to any facility, product or enterprise being planned, owned or licensed by the Owner which the Viewer learned of as a result of the disclosure of Confidential Information.

X. NON-SOLICITATION COVENANT. Upon entering into this Agreement with the Owner and for a period of three (3) years after termination of this Agreement with the Owner either in writing or by its own terms, the Viewer will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of the Owner. Further, for a period of three (3) years after termination of this Agreement with the Owner either in writing or by its own terms, the Viewer will not directly or indirectly solicit, induce or attempt to induce any employees, agents, consultants, or independent contractors of the Owner to terminate his or her employment with the Owner.

XI. REMEDIES FOR UNAUTHORIZED DISCLOSURE OR USE OF INFORMATION. If it appears that the Viewer has disclosed (or has threatened to disclose) or caused to be used, Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Viewer, or anyone directly or indirectly affiliated with the Viewer that may or may not be using the Confidential Information of the Owner, from disclosing or using, in whole or in part, the Confidential Information.

The right of injunction is not the sole remedy available to the Owner. The Viewer expressly understands that the Owner shall also pursue all other available remedies, both civil and criminal, including, but not limited to, loss of income, loss of future income, compensatory damages, punitive damages, costs of litigation, attorney's fees, and any other remedies allowed by law in both State and Federal Court.

XII. MERGER. This Agreement shall not be terminated by the merger or consolidation of the Owner into or with any other entity, by the merger or consolidation of the Viewer into or with any other entity.

XIII. SUCCESSORS AND ASSIGNS. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

XIV. CHOICE OF LAW. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

XV. HEADINGS. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

XVI. WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

XVII. ASSIGNMENT. The Viewer shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Owner.

XVIII. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

XIX. ENTIRE UNDERSTANDING. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

XX. SURVIVAL. Each of the parties agrees that the representations, warranties, covenants, and statements contained in this Agreement shall survive the termination of this Agreement.

XXI. UNFORCEABILITY OF PROVISIONS. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. All current and successor companies of the parties to this agreement shall be bound by the provisions of this agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the effective date first written above. The parties agree that facsimile signatures shall be as effective as if originals and that a copy of this Agreement shall have the same force and effect as the original document.

Owner: Sven Budzisch

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Viewer: Potential Buyer

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____