NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of __________ ___, 2022 between ______________________, LLC, a Florida limited liability company ("Owner"), and ____ (collectively, "Recipient"). Owner and Recipient shall collectively be referred to as the "Parties".

1. PURPOSE
Owner and Recipient wish to explore general business opportunities of mutual interest by and between the Parties (the "Proposed Relationship"). Owner may disclose to Recipient certain confidential financial, technical, and proprietary business information which Owner desires Recipient to treat as confidential.

2. CONFIDENTIAL INFORMATION
"Confidential Information" means any information related to the Proposed Relationship, including but not limited to; business plans, business opportunities, project plans, business partners to the Proposed Relationship, trade secrets, strategic plans, customer information, identity and name of Owner's business, suppliers, marketing studies, intellectual property, information relating to process and products, designs, marketing plans, finances, financial information of Owner, research, development, know-how or personnel. Confidential information may be disclosed to Recipient by Owner directly or indirectly, and may be disclosed in writing, orally or by inspection of tangible objects, including without limitation documents, spreadsheets, narratives and Owner's information. Confidential Information may also include information disclosed to Owner by third parties. Confidential Information shall not, however, include information which Recipient can establish (i) was publicly known and generally ascertainable from the public domain prior to the time of disclosure to Recipient by Owner; (ii) becomes publicly known and generally ascertainable from the public domain after disclosure to directly or indirectly through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Owner as shown by Recipients files and records immediately prior to the time of disclosure.

3. NON-USE AND NON-DISCLOSURE
Recipient agrees that the disclosure of Confidential Information shall create a confidential relationship between Owner and the Recipient. In particular, Recipient shall not use all or any part of the Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and Owner. Recipient shall not disclose all or any part of the Confidential Information to any third parties. Recipient shall not disclose Confidential Information to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the

business relationship contemplated herein; provided, however, that Confidential Information may only be disclosed to such employees who are bound by an obligation to protect Confidential Information under an executed written agreement at least as protective of Owner's interest in and to the Confidential Information as the provisions of this Agreement.

4. MAINTENANCE OF CONFIDENTIALITY

Recipient agrees that it shall take at least those measures with respect to preserve the secrecy of Confidential Information that Recipient takes to protect its own most highly confidential information, but in no case shall it take less than reasonable measures to protect such secrecy Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the Owner. Recipient shall immediately notify Owner in the event of any unauthorized use or disclosure of the Confidential Information.

5. NO OBLIGATION

Nothing herein shall obligate Owner or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." OWNER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE, AND IN PARTICULAR, MAKES NO WARRANTIES EXPRESS, IMPLIED OR OTHERWISE AGAINST CLAIMS OF INFRINGEMENT OR CONCERNING THE MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ANY OF THE CONFIDENTIAL INFORMATION OR ANY PRODUCT OR OTHER THING EMBODYING OR IMPLEMENTING THE SAME.

7. RETURN OF MATERIALS

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Owner. Upon Owner's request made at any time, Recipient shall promptly return or shall promptly destroy with reasonably satisfactory evidence of destruction any document or tangible object embodying Confidential Information, and any copies made there from that are in the possession of Recipient. The election whether to return or destroy documents or other tangible objects shall be made by the Owner, within the Owner's sole and exclusive discretion.

8. NO LICENSE OR ASSIGNMENT

Except as expressly set forth herein, nothing in this Agreement shall be construed to grant any license, right, title or interest in or to any of the Confidential Information. Without limitation of the foregoing, no license, right, title or interest is granted in or to any of the Confidential Information under any patent, mask work right or copyright of Owner.

9. TERM

This Agreement shall survive until the date that is the later of three (3) years after the Effective Date of this Agreement, or three (3) years after business arrangements or the discussion thereof has been terminated by both parties in writing.

10. REMEDIES

The Parties agree that any violation or threatened violation of this Agreement may cause irreparable injury to the non-breaching Party, entitling the non-breaching party to obtain injunctive relief in addition to all legal remedies. If litigation results from or arises from breach of this Agreement by either party, the non-prevailing (or defaulting) party shall pay the prevailing party's reasonable attorneys' fees and Court costs at all trial, appellate and bankruptcy levels.

11. MISCELLANEOUS

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, except that Recipient may not assign or transfer this Agreement, by operation of law or otherwise, without Owner's prior written consent. This document contains the entire agreement between the parties with respect to the subject matter hereof, including without limitation, the disclosure or use by Recipient of Confidential Information disclosed to Recipient by Owner. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any right or obligation waived, except by a writing signed by both parties hereto expressly identifying this instrument and the intention to amend or waive. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

OWNER:

___________________________________LLC, a
Florida limited liability company

By: ______________________________
Name/Title: Manager
Date: _________________________________

RECIPIENT:

____

By: ___________________________________
Name/Title: ____________________________
Date: __________________________________

____

By: ___________________________________
Name/Title: ____________________________
Date: __________________________________