

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, effective as of 26th October 2018 between John Stagl , **having a place of business at 147 Brandywine Lane, Destin, Florida, 32541 USA, hereafter referred to the receiving party** and **eZ Systems, LLC, hereafter referred to as the disclosing party** sets forth the understanding under which the parties agree to exchange proprietary information on a confidential basis for evaluation by the parties. The proprietary information consists of technical and business information and samples, **and/or ideas submitted by the disclosing party**, herein referred to as the Subject Information.

The receiving party's receipt and review of Subject Information shall be made under the following terms and conditions:

1. All samples, drawings, and other documents of a technical or business nature containing the Subject Information supplied by the disclosing party shall remain the property of the disclosing party and will be promptly returned by the receiving party upon receipt of written request.
2. Except for their employees who are involved in evaluating the above-mentioned Subject Information, the receiving party shall not use, distribute, disclose, or disseminate in any way, to anyone, technical or business information contained in the Subject Information which has been disclosed to the receiving party by the disclosing party without the express written permission of the disclosing party.
3. All technical or business information contained in the Subject Information which is considered proprietary and confidential shall be in writing. Any Subject Information imparted to the receiving party as a result of any inspection or review of physical embodiments or samples is expressly deemed "CONFIDENTIAL" or "PROPRIETARY."
4. The parties agree that the disclosing party has in the past made reasonable efforts to maintain the Subject Information as a trade secret and that the parties shall continue to exercise reasonable care to maintain the secrecy of said information.
5. The obligations and restrictions imposed by this Agreement are limited as follows:
  - (a) The receiving party shall not be liable for disclosure or use of information marked as "CONFIDENTIAL" or "PROPRIETARY" as provided above which:
    - (1) is or becomes available to the public from a source other than the receiving party before or during the period of this Agreement;
    - (2) is made public by the disclosing party;
    - (3) is obtained by the receiving party from a third party or parties not subject to an obligation of confidentiality with the disclosing party;
    - (4) can be shown by reasonable proof to have been known by the receiving party prior to such disclosure; or,
    - (5) can be shown by reasonable proof to have been developed by the receiving party independently of any disclosure or disclosures from the disclosing party.

(b) The receiving party shall not be liable for the disclosure of any Subject Information received under this Agreement pursuant to any requirement of any government, or any agency or department thereof, provided notice of such requirement shall be made in writing to the disclosing party five (5) days prior to any disclosure by the receiving party to afford the disclosing party time to take any action believed appropriate to protect such information.

6. No license, express or implied, shall inure to the benefit of the receiving party as a result of a patent being granted to the disclosing party for inventions made by it.

7. No license to the receiving party under any patent or trade secret is granted or implied by conveying of Subject Information to the receiving party and none of such information or samples which may be transmitted or exchanged by the disclosing party shall constitute any representation, warranty, assurance, guaranty or inducement by that party to the other with respect to the infringement or other rights of others.

8. All samples or physical embodiments of the Subject Information are accepted by the recipient on an "as is" basis and no warranty, express, implied, or otherwise, is made by the disclosing party.

9. The parties agree to comply fully with the U.S. Export Control Regulations and any other governmental laws and/or regulations relating to the export or re-export of technical data or information.

10. The parties agree that the discussions regarding the cooperation between them under this Agreement shall be considered as "PROPRIETARY" and subject to the obligations of confidentiality of paragraph 2 above.

11. Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the exchange of information under this Agreement on thirty (30) days written notice and the return of all Subject Information

12. Because of the confidential and proprietary nature of the Subject Information, the parties agree that the disclosure of the contents of the Subject Information to any third party will cause irreparable harm. The parties agree that in any dispute involving the actual or threatened disclosure of Subject Information to third parties or in which only injunctive relief is available as a suitable remedy, the jurisdiction shall be in the State of Florida, USA

13. This document contains the entire agreement between the parties with respect to the subject matter hereof and any other future interaction between the parties shall be the subject of a new agreement or an amendment to this Agreement. This Agreement shall bind and inure to the benefit of both parties and their successors and assigns. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement shall be governed by the laws of the State of Florida without reference to conflict of laws principles. This Agreement shall not be amended, nor any obligation waived, except by a writing signed by both parties.

14. If any part of this agreement is ever ruled invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the agreement shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.

Approved and executed by an authorized representative of each party as indicated below.

Signed: \_\_\_\_\_ Dated: 26th October 2018

eZ Systems, LLC

Signed: \_\_\_\_\_ Dated:

John Stagl

**4830 West Kennedy Blvd.**

Tampa Florida 33609