

## **CONFIDENTIALITY, NON-DISCLOSURE, AND NON-SOLICITATION AGREEMENT**

### **This CONFIDENTIALITY, NON-DISCLOSURE, AND NON-SOLICITATION AGREEMENT**

(this "Agreement") is made and entered into as of DECEMBER 15, 2017 by and between Global Cyber Solutions LLC., a Florida corporation whose address is 3377 Marcus Pointe Blvd, Pensacola, Florida 32505 ("GCS"), and Scott Murray, with an address of 209 Lookout Pointes Drive Chapin SC 29036 ("Individual"), together with their respective agents, servants, employees, and affiliates. GCS and Individual are hereinafter referred to individually as a "Party" and collectively as the "Parties".

### **Explanatory Statement**

GCS and Individual desire to explore the possibility of conducting business with each other (the "**Relationship**") pursuant to which GCS and Individual may disclose certain Confidential Information (as defined below) to the other Party. GCS and Individual understand and acknowledge that the other Party has developed Confidential Information through the expenditure of substantial time and money, that the other Party desires to retain the Confidential Information in trust and confidence and to withhold access thereto from third parties, and that the commitments of GCS and Individual set forth herein are conditions precedent to the disclosure of any Confidential information.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Explanatory Statement. The Explanatory Statement to this Agreement shall constitute an integral part of this Agreement and is incorporated herein as if set forth in the body hereof.
2. Definition of Confidential Information. "Confidential Information" means all information whether oral, written (regardless of whether such information is marked confidential or proprietary) or observed provided by GCS or Individual in connection with the negotiation or performance of this Agreement or in connection with the Relationship and which at any time prior to or after the date hereof (a) is provided by GCS or Individual or (b) comes within the custody, possession or knowledge of GCS or Individual directly or indirectly from the other Party. "Confidential Information" includes, but is not limited to, (a) the conduct or details of GCS's or Individual's business and operations, business plans, trade secrets, know-how, inventions, products, prototypes, models, molds, tools, processes, procedures, designs, specifications, technical data, schematic drawings, mechanical drawings, engineering details, manuals, reports, marketing, pricing, service, supplier, vendor, customer, software, or financial information; (b) all analyses, compilations, notes, studies or other documents disclosed to or prepared by or on behalf of GCS or Individual or their respective Representatives (as defined below) to the extent they contain, reflect or are based upon or derived from any Confidential Information; (c) all copies and reproductions of any of the foregoing; and (d) the existence of this Agreement or the discussions that are currently taking place or have taken place concerning the Relationship, including any proposed terms or conditions of the Relationship, the status of such discussions, or the identity of

any of the Parties or principals of such discussions. Notwithstanding the foregoing, Confidential Information does not include information of GCS or Individual which is (i) generally available from public sources or otherwise in the public domain through no fault of the Party to whom the Confidential Information is disclosed (the "Recipient"), (ii) disclosed to the Recipient by a third party without restriction and without breach of this Agreement as evidenced by the written records of the Recipient, (iii) independently developed by Recipient without access to any Confidential information furnished to it by the other Party as evidenced by the written records of Recipient, or (iv) authorized in writing by the other Party to be disclosed without restriction.

3. Non-Disclosure of Confidential Information. GCS and Individual agree not to use or disclose, during the term of this Agreement and for a period of two (2) years after the termination of this Agreement (the "Restriction Period"), the Confidential Information disclosed to it by the other Party for its own use or benefit or for any purpose except to carry out discussions concerning, and the undertaking of, the Relationship; *provided, however*, that with respect to Confidential Information that constitutes a trade secret, the Restriction Period shall extend until the time such Confidential Information is no longer a trade secret. GCS and Individual shall not use any Confidential Information of the other Party to compete with the other Party either directly or indirectly, whether as an owner, stockholder, partner, member, independent contractor, agent, employee or otherwise. Neither GCS nor Individual will directly or indirectly, or voluntarily or involuntarily, disclose, communicate or otherwise make available the Confidential Information to third parties or to GCS's or Individual's stockholders, lender, investors, directors, officers, employees, or agents (collectively, the "Representatives") except Representatives and/or affiliates of Representatives who need to know such Confidential Information in order to carry out the Relationship. GCS and Individual have advised or will advise Representatives to whom Confidential Information is disclosed of the existence and terms this Agreement pursuant to which such Representatives will be required to sign an agreement committing them to maintain the confidentiality of such Confidential Information. GCS or Individual will immediately notify the other Party in writing of any disclosure, misuse or misappropriation of Confidential Information that may come to its attention.

4. Required Disclosure. If any court or governmental body or regulatory agency having jurisdiction over GCS or Individual compels GCS or Individual to disclose any Confidential Information pursuant to written court order, subpoena, regulation or process of law, that Party shall provide prompt written notice of the proposed disclosure to the other Party and will cooperate with the other Party to appropriately protect against or limit the disclosure to the minimum amount of Confidential Information required to satisfy such obligation.

5. Breach by Representatives. Each of GCS and Individual agrees that it is responsible for any breach of this Agreement by its Representatives. Both GCS and Individual will take all necessary action to ensure that their respective representatives comply with their obligations under this Agreement.

6. Ownership of Confidential Information. The Confidential Information shall remain the sole property of the disclosing Party, and the disclosure to the other Party hereunder creates only a limited license to use such information for purposes related to the Relationship as anticipated hereunder and for no other purpose. Nothing in this Agreement grants or extends to the other Party any license under or any right to any patent, invention, trademark, copyright or any other intellectual property right other than as expressly set forth herein.

7. Term and Termination. This Agreement shall continue in full force and effect for so long as the parties continue to exchange Proprietary Information pursuant to the business transaction and Agreement as stated herein; however, in the event that both parties enter into other related business transaction(s), at such time this instant Agreement will be incorporated into those transactions for purposes of carrying forward the terms and conditions of nondisclosure coverage and protection inuring to said future transactions. The termination of this Agreement shall not affect any obligation of the Parties that by its terms extends beyond the date of such termination.

8. Return of Materials. Upon the written request of either GCS or Individual to the other Party, the Confidential Information will be promptly returned to the disclosing Party, at the Recipient's expense, accompanied by all copies of such documentation and documents containing such Confidential Information or portions thereof (including, but not limited to, all notes, reports, and compilations generated by the Recipient or its Representatives) together with the Recipient's certification that, to the best of its knowledge, no other copies of such Confidential Information have been made or retained in whole or in part. The obligations of GCS and Individual as Recipients under this Agreement shall survive the return of the Confidential Information and the termination of the Relationship.

9. No Warranties Regarding Confidential Information. GCS and Individual make no representation or warranty as to the accuracy or completeness of the Confidential Information and all Confidential Information will be provided "AS IS". EACH OF GCS AND INDIVIDUAL AGREE THAT NOWARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE GIVEN BY THE OTHER PARTY WITH RESPECT TO THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE, FITNESS FOR A PARTICULAR PURPOSE OR DESIGN.

10. Representations and Warranties. Each of GCS and Individual hereby represents and warrants to the other Party that: (i) it is not a party to any agreement with any third party that, with or without notice or the passage of time or both, restricts its ability to enter into this Agreement or the Relationship; and (ii) it will not provide or disclose to the other Party any third party proprietary or confidential information held by or known to GCS or Individual or its Representatives to be subject to restriction.

11. Non-Solicitation. Each of GCS and Individual agrees that, during the term of this Agreement, and for a period of one (1) year thereafter, it will not, directly or indirectly, for its own account or for the account of others, hire, or solicit for employment, any person who is or was an employee of the other Party during the term of this Agreement, or induce or attempt to induce such person to leave or terminate his or her employment with the other Party.

12. Announcements. Neither Party will make or permit to be made without the prior written consent of the other Party (including by not limited to electronic mail), any news release, public announcement or any other disclosure (orally or in writing and including and publication on a Party's website, brochures, or otherwise) to any third party regarding: (i) the fact that the Parties have entered into this Agreement, the Relationship, or any other agreement; (ii) that the Parties are engaged in

discussions or negotiations with each other (or the subject matter or details thereof); or (iii) the denial or confirmation of any of the foregoing.

13. **Binding Effect; Waiver.** This Agreement is binding upon, and is for the benefit of, both Parties and their respective successors and assigns, except that neither the Confidential Information nor the rights or obligations under this Agreement may be assigned without the prior written consent of the other

Party. Any waiver of a Party's rights under this Agreement may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

14. **Governing Law and Jurisdiction.** This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the State of Florida. The Parties irrevocably agree to submit to the jurisdiction of the federal and state courts of the State of Florida with respect to any dispute or claim arising under this Agreement.

15. **Remedies.** Each Party acknowledges that any violation or threatened violation of this Agreement will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party is entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of posting a bond or proving actual damages.

16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. **Entire Agreement; Amendments.** This Agreement and any other documents to be executed in connection herewith, contain the entire, complete, and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations by or between the Parties, written or oral, express or implied, which may have related to the subject matter hereof in any way. This Agreement can only be modified, amended, supplemented or changed by an agreement in writing signed by the Parties that makes specific reference to this Agreement.

18. **Succession and Assignment.** This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

19. **No Relationship Established.** No formal business organization, partnership, joint venture, agency relationship or other relationship or obligation of any kind is established or intended to be established by this Agreement.

20. Counterparts; Facsimile. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement and signature pages thereof for all purposes.

21. Controlling Language. All documentation, notices, and correspondence under or relating to this Agreement will be submitted and maintained in the English language. If this Agreement is translated, the English version controls all interpretations hereof.

22. Notices. All notices to a Party shall be in writing and shall be deemed to have been duly given if hand-delivered, delivered by nationally-recognized overnight delivery service, mailed by certified or registered mail, postage pre-paid, to the addresses set forth in the preamble of this Agreement, or transmitted by electronic mail. Notice shall be effective when delivered, if delivered personally or by delivery service, or three (3) business days after being mailed.

23. Time is of the Essence. Time is of the essence in the performance of all obligations set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first written above.

Global Cyber Solutions, LLC

AmandaCo, LLC

By: Gralun Poole

By: Scott Murray

Name  
: Gralun Poole

Name  
: Scott Murray

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