

## **NON-DISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT**

This NON-DISCLOSURE, NON-CIRCUMVENTION and NON-COMPETITION AGREEMENT is effective as of the date appearing on the signature line of page 6 hereof, by and between IT ENGINEER The Little Guy Inc., whose offices are located at 18400 NW 62TH AVE Suite 104 Miami, Florida 33015 ("IT ENGINEER The Little Guy - NDA for Preliminary Business Discussions") and the party listed as CONFIDANT on page 6 hereof with his/her/its signature appearing thereunder (referred to herein as "Confidant" and including individually, collectively, and on behalf of any/all/other affiliated companies, or approved agents, directors, officers and official representatives of Confidant)

### **1. Purpose**

The parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, trade secrets, intellectual property and design development and commercial transactions. In connection with these discussions, it may be necessary and/or desirable for IT ENGINEER The Little Guy to provide the Confidant with, or allow access to, proprietary, technical, design or business data, and/or other confidential information of for IT ENGINEER The Little Guy (collectively the "Confidential Information"). Therefore, the Confidant, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. for IT ENGINEER The Little Guy believes, and the Confidant hereby agrees, that Fourteen IP's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Confidant's willingness to engage in the contemplated business discussions and planning. The Confidant agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

### **2. Confidential Information**

Confidential Information shall include, and shall be deemed to include, all information conveyed by for IT ENGINEER The Little Guy to the Confidant orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of Fourteen IP, and information relating to transactional procedures. However, Confidential Information shall not include information, which is clearly demonstrated to be:

- a. Generally known or available to the public, through no act or omission on the part of the receiving party; or
- b. 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; or independently developed by the receiving party without use of the Confidential Information.

### **3. Obligation of Confidentiality**

The Confidant agrees that when receipt of any Confidential Information has occurred: The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall use its best efforts to protect such information from disclosure by all reasonable means, including but not limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.

- a. In addition, Confidant shall
  - i. immediately notify the for IT ENGINEER The Little Guy of any unauthorized access, disclosure, loss or misuse of Confidential Information, or other breaches of this Agreement by the Confidant or its Representatives, of which the Confidant has knowledge;
  - ii. use its best efforts to immediately contain and remedy any such unauthorized access, disclosure, loss or misuse;
  - iii. fully cooperate with the IT ENGINEER The Little Guy in any effort undertaken by IT ENGINEER The Little Guy to enforce its rights related to any such unauthorized disclosure; and
  - iv. be responsible for any breach of this Agreement caused by any of its Representatives.
- b. IT ENGINEER The Little Guy shall permit access to its Confidential Information to the Confidant's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Confidant evaluating, contemplating, recommending, or engaging in any opportunity, proposed transaction, program, project or other commercial venture by IT ENGINEER The Little Guy or for the purpose of entering into a business relationship with Fourteen IP, and only if said agents, employees, or third parties:
  - i. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
  - ii. have been apprised of this Agreement and the Confidant's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

### **4. Obligation of Non-Competition**

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

### **5. Non-Circumvention**

The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for its own financial or commercial benefit or otherwise, without the specific written approval of Fourteen IP.

## **6. Representations**

- a. Confidant represents and warrants that:
  - i. the performance of its obligations herein does not and will not violate any other contract or obligation to which the Confidant is a party, including covenants not to compete and confidentiality agreements; and,
  - ii. it is not legally or contractually prohibited from: (i) discussing a potential relationship with the Fourteen IP; (ii) receiving information about a potential relationship with the Fourteen IP; or (iii) entering into a principal agreement with the Fourteen IP.
- b. IT ENGINEER The Little Guy makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither Fourteen IP, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Confidant's use of said information.

## **7. Term**

This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of ten years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

## **8. Return or Destruction of Confidential Information**

Upon the expiration or termination of this Agreement, or at Fourteen IP's request at any time during the term of this Agreement, the Confidant and its Representatives shall promptly return to IT ENGINEER The Little Guy all copies, whether in written, electronic or other form or media, of Fourteen IP's Confidential Information, or destroy all such copies (including those stored in electronic form on systems and data storage services provided by third parties) and certify in writing to IT ENGINEER The Little Guy that such Confidential Information has been destroyed. In addition, the Confidant shall also destroy all copies of any Notes created by the Confidant or its Representatives and certify in writing to IT ENGINEER The Little Guy that such copies have been destroyed.

## **9. No Other Obligation.**

The Parties agree that IT ENGINEER The Little Guy shall not be under any legal obligation of any kind whatsoever, or otherwise be obligated to disclose any Confidential Information or enter into any business or contractual relationship, investment or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

## **10. No Transfer of Rights, Title or Interest.**

IT ENGINEER The Little Guy hereby retains its entire right, title and interest, including all intellectual property rights, in and to all Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Confidant or any of its Representatives.

## **11. Governing Law, Jurisdiction, and Venue.**

a. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which Confidant maintains its business office as written and appearing beneath its signature on page 6 of this Agreement ("Confidant's State"), without giving effect to any choice or conflict of law provision or rule (whether of such state or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Confidant's State. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of Confidant's State in each case located in the city in which Confidant maintains its business office as written and appearing below its signature on page 6 of this Agreement ("Confidant's City") and applicable county, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non convenient. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

b. In the event that the choice of law and venue appearing in Section 11a above fails for any reason or is deemed unenforceable, then the parties agree that the following clause shall apply: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of the State of Florida in each case located in the city of Miami and County of Dade, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non convenient. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

## **12. Remedies.**

Confidant acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the Confidant or its Representatives. Therefore, in addition to all other remedies available at law (which the IT ENGINEER The Little Guy does not waive by the exercise of any rights hereunder), the IT ENGINEER The Little Guy shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Confidant hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim, and further agrees not to oppose the granting of such relief on the basis the IT ENGINEER The Little Guy has an adequate remedy at law.

## **13. Costs, Expenses and Legal Fees.**

In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

## **14. Miscellaneous**

a. As used in this Agreement, the following terms shall have the following meanings:

1. "Agents or employees" includes the directors, officers and employees of any of the parties, it also includes the Confidant, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.

b. Except for the limited right to use granted in section 1 herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.

c. No agency or partnership relationship is created between the parties by this Agreement.

d. No party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any of the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.

e. Any and all additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

f. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable.

g. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

*[signature page follows]*

h. In the event that the parties enter a subsequent agreement, then the terms of this NON-DISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT shall continue in full force and effect, notwithstanding the execution of any subsequent agreement, unless specific reference is made to void the application of this Agreement.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written below.

AGREED TO AND ACCEPTED ON THIS EFFECTIVE DATE OF \_\_\_\_\_

BY:

IT ENGINEER The Little Guy INC.:

\_\_\_\_\_

By:

Title:

CONFIDANT:

\_\_\_\_\_

Company Name:

Address:

By:

Title: