

Mutual Nondisclosure Agreement

This **Mutual Nondisclosure Agreement** (this “**NDA**”) is made and entered into as of _____ by and between **ENTROPY TECHNOLOGY DESIGN, INC.**, a **FLORIDA CORPORATION** having an address at **10006 CROSS CREEK BLVD #415 TAMPA, FL 33647**, and **[COMPANY]** _____, a **[STATE]** _____ **[FORM OF ENTITY]** _____ having an address at **[ADDRESS]** _____. (A party disclosing Confidential Information hereunder shall be referred to as “**Owner**” and the party receiving such disclosure shall be referred to as “**Recipient**,” as the case may be from time to time.)

1. *Confidential Information.* “**Confidential Information**” shall mean all oral or written information in any medium possessed by or entrusted to Owner that Recipient receives or is exposed to during the term hereof or prior thereto and that is identified to Recipient as being confidential or should reasonably be regarded as confidential under the circumstances, together with all information, works of authorship, inventions, technology, methods, products, and services containing the same, derived therefrom, or enabled thereby, including without limitation as may be conceived or developed by Recipient with reference to or use of any of the foregoing. Recipient acknowledges and agrees that Recipient may receive or be exposed to Confidential Information regardless of whether Recipient affirmatively requests, or Owner affirmatively approves, such receipt or exposure.

2. *Purpose.* Recipient shall use Confidential Information solely in furtherance of Recipient’s analysis of whether to enter into a business relationship with Owner, or in furtherance of such relationship once formed, if any (collectively, “**Purpose**”). This NDA shall not be construed to form such relationship, which, if formed, shall be governed by one or more separate, written agreements. Such agreements, if any, shall not supersede the provisions of this NDA except to the extent expressly set forth therein.

3. *Nonuse & Nondisclosure.* Recipient shall not use in any way or for any purpose other than the Purpose, nor disclose to any third party, nor make or sell any products derived from, any portion of Confidential Information.

4. *Custodial Duties.* Recipient shall: (i) protect the confidentiality of Confidential Information as Recipient protects its own confidential information, using no less than a commercially reasonable degree of care under the circumstances; (ii) destroy or deliver to Owner upon Owner’s request all copies of all Confidential Information in Recipient’s possession or control (other than as may be stored on re-usable backup media made in the ordinary course); (iii) notify Owner upon discovery of any unauthorized use or disclosure of Confidential Information; and (iv) in such event, reasonably cooperate with Owner to regain possession thereof.

5. *Exceptions.* Recipient’s obligations of nonuse and nondisclosure provided herein shall cease to apply to a portion of Confidential Information at such time as, and solely to the extent that, Recipient materially demonstrates that, through no breach hereof or of any other duty of confidentiality owed to Owner by Recipient or by any third party, such portion lawfully is: (i) known by Recipient without restriction on its use or disclosure; (ii) independently discovered or developed solely by Recipient’s personnel to whom such portion of Confidential Information has not theretofore been disclosed; or (iii) injected into the public domain.

6. *Legally Compelled Disclosure.* Recipient may disclose portions of Confidential Information to the extent legally compelled to do so by governmental or court order, subpoena, or other valid legal process. Recipient shall inform Owner promptly upon receipt of the applicable request or demand. Recipient shall cooperate with Owner to request confidential treatment of the Confidential Information to be disclosed or to legally contest such disclosure. Recipient shall use commercially reasonable best efforts to limit the scope and duration of such disclosure. If Owner is successful in obtaining a protective order or other confidential treatment of any portion of Confidential Information, Recipient’s obligations of nonuse and nondisclosure with respect thereto shall not cease.

7. *Limited Distribution.* Recipient may disclose Owner’s Confidential Information on a need-to-know basis to Recipient’s trusted employees and independent contractors, solely in furtherance of the Purpose, and to its third party advisors as required for tax, legal, financial, and regulatory compliance, but only after each person and entity to whom Recipient so discloses such Confidential Information is legally bound to nondisclosure and non-use obligations consistent herewith. Recipient shall be responsible for any breaches of such obligations by any such persons or entities.

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8. *No License.* Other than as may be expressly set forth herein, nothing herein shall be construed as granting to Recipient any right or license to use or practice any Confidential Information or any of Owner's copyrights, patents, trademarks, or other intellectual property.

9. *Non-Solicitation.* In light of the fact that Confidential Information is likely to include the identities and areas of expertise of Owner's employees and contractors, as well as information about Owner's customers and other business relationships, during the term hereof and for a period of two (2) years following termination hereof (regardless of the reason for termination), Recipient shall not directly or indirectly solicit or induce any of Owner's employees, contractors, advisors, or customers to leave their employment, engagement, or other applicable relationship with Owner nor shall Recipient unlawfully interfere therewith.

10. *Termination.* This NDA shall be effective for two (2) years whereupon this NDA shall terminate, unless earlier terminated by written notice from either party to the other, or unless extended by written amendment executed by both parties. The provisions hereof shall survive any expiration or termination hereof and shall continue to apply to each portion of Confidential Information for as long as such portion is not subject to any of the exceptions set forth in Section 5 hereof, subject to any maximum survival periods imposed by applicable law.

11. *Remedies.* In the event of Recipient's actual or threatened disclosure or use of Confidential Information in breach hereof, Owner shall be entitled to seek injunctive relief against Recipient in addition to all other remedies available at law or in equity. This NDA shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws. Any disputes arising hereunder shall be adjudicated before a court of competent jurisdiction located in Pinellas County, Florida. The prevailing party to any action to enforce this NDA or to redress a breach hereof shall be entitled to its costs and fees (including reasonable attorneys' fees) arising in connection therewith.

12. *General.*

- a. *Assignments.* Neither this NDA nor any rights hereunder shall be assignable or transferable by either party in whole or in part without the prior written consent of the other party. Notwithstanding the foregoing, either party may without securing such consent assign this NDA to its successor-in-interest by way of merger or acquisition upon notice to the other party.
- b. *Warranties.* Owner makes no representations or warranties with respect to any portion of Confidential Information disclosed by Owner to Recipient except that Owner hereby represents and warrants to Recipient that Owner has the legal right and authority to disclose such Confidential Information.
- c. *Notices.* Written notices between the parties shall be deemed perfected if delivered to a party using its respective contact information set forth below: (i) by hand or in-person delivery; (ii) by email with receipt confirmed; or (iii) by certified mail, registered mail, or courier service, with return-receipt received.
- d. *Amendments.* This NDA may be modified solely by a written amendment mutually executed by both parties. No modification of this NDA may be given effect by email or other unexecuted communications.
- e. *Waivers.* Neither party shall be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party. Any waiver with reference to one event or one portion of Confidential Information shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event or any other portion thereof.
- f. *Severability.* Unenforceable provisions hereof, if any, as applied to particular circumstances shall be reformed to the extent strictly necessary to render such provisions enforceable when applied to such particular circumstances, and the same shall not affect the remaining provisions hereof.
- g. *Integration.* This NDA constitutes the entire agreement between the parties with respect to all Confidential Information disclosed to Recipient by Owner and hereby supersedes all prior agreements and understandings with respect thereto.

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h. *Counterparts*. This NDA may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the parties.

In Witness Whereof, the parties have executed this **Mutual Nondisclosure Agreement**, each by its authorized representative.

signature

signature

date

date

printed name & title

printed name & title

company name (if any)

company name (if any)

mailing address

mailing address

contact email

contact email