

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement"), dated [REDACTED] is made and entered into by and between **RSAE Labs Inc** ("RSAE" or "Grantor"), a Delaware corporation with headquarters in Lynn Haven, FL, and [REDACTED] ("Purchaser"), incorporated in the State of [REDACTED] having their principal place of business at [REDACTED]. For purposes of this Agreement, Grantor and Purchaser may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, RSAE, as the Grantor, is providing materials to the Purchaser in association with the sale of [REDACTED] ("Product") that are confidential and proprietary to RSAE and serviceable by only RSAE Authorized Service Providers*. Such materials may include, but not limited to, Users' Manuals, pictures, diagrams, schematics, and all other materials provided to the Purchaser that are marked as proprietary to RSAE; and

WHEREAS, Grantor is willing to provide such information to Purchaser subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree as follows:

1. **Definition of Proprietary Information.** As used herein, the term "Proprietary Information," shall mean written or documentary, recorded, machine readable information, or other information in a tangible form, which (i) relates to the Grantor's businesses, products and services; (ii) is provided by the Grantor to the Purchaser; and, (iii) is marked proprietary, confidential, or bears a marking of like import, or which the Grantor states in writing at the time of transmittal to, or receipt by, the Purchaser is to be considered proprietary. Orally disclosed information shall be considered proprietary only if, within ten (10) days after an oral disclosure thereof, the Grantor confirms in a writing delivered to the Purchaser the proprietary nature of such orally disclosed information. Such writing should be sufficiently specific to enable the Purchaser to identify the information considered to be proprietary by the Grantor. The Grantor shall not identify as confidential, information which is not in good faith believed to be privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

Information shall not be deemed proprietary, and the Purchaser shall have no obligation with respect to any such information, which: (i) is or becomes publicly known through no wrongful act of the Purchaser; (ii) is already known to or in the possession of the Purchaser prior to the disclosure thereof by the Grantor, as evidenced by competent proof; (iii) is approved for release by the prior written approval of the Grantor; (iv) is rightfully received by the Purchaser from a third party without restriction and without breach of this Agreement; (v) is disclosed by the Grantor to a third party without a similar restriction on the rights of such third party; or (vi) is independently developed by the Purchaser without the use of the Proprietary Information.

*For the avoidance of doubt, only an Authorized Service Provider may open the Product covered by this NDA

2. Standard of Care. Purchaser represents that it has instituted policies and procedures which provide adequate protection for Proprietary Information and will treat, use, and protect all Proprietary Information received pursuant to this Agreement using the same standard of care that it uses to treat, use, and protect its own confidential, proprietary, and/or business-sensitive information and, in any event, no less than a reasonable standard of care.
3. Designated Representatives for Receipt of Proprietary Information. Purchaser designates [REDACTED] as the individual(s) who may receive Proprietary Information on their behalf pursuant to this Agreement. Those designated representatives shall be responsible for further disseminating the Proprietary Information to other employees of his or her organization who have a valid need to know in accordance with Paragraph 4 below.
4. Restrictions on the Use and Disclosure of Proprietary Information. Unless otherwise expressly authorized in writing by Grantor, the Purchaser shall maintain in strict confidence all Proprietary Information, shall use Proprietary Information only for the Purpose, and shall restrict disclosure of Proprietary Information to only those of its directors, officers, employees, consultants, or advisors who require access to the Proprietary Information for carrying out the Purpose, and who are subject to a written agreement having terms and conditions respecting the protection of confidential or proprietary information that are no less restrictive than those of this Agreement and that would extend to the Proprietary Information. If the Grantor authorizes Purchaser to disclose Proprietary Information to any third party, a non-disclosure agreement, with terms no less restrictive than those in this Agreement, shall be executed by the third party with the original Grantor as a third-party beneficiary. A copy of such third-party agreement shall be provided to Grantor for consent prior to execution.
6. Term. This Agreement shall become effective upon its execution by both Parties as of the date written above (the "Effective Date") and shall apply to all information provided by the Grantor to the Purchaser from that time forward. The provisions concerning use and non-disclosure of Proprietary Information received under this Agreement shall survive any termination of this Agreement and remain in effect for a period of five (5) years from receipt. Upon 30 days' notice to the Purchaser to afford a cure period to seek resolution, the Grantor has the right to terminate this agreement if the Purchaser does not comply with this Agreement or any agreement related to products, materials or services sold to the Purchaser by the Grantor for which Proprietary materials were provided.
7. Return of Proprietary Information. Upon termination of this Agreement, the Purchaser shall, at the Grantor's option, (a) immediately return all Proprietary Information (including, but not limited to, all copies, extracts, summaries, or digests thereof) to the Grantor or (b) destroy all Proprietary Information (including, but not limited to, all copies, extracts, summaries, or digests thereof) and provide the Grantor with written certification of such destruction.
8. No License. All rights in Proprietary Information are reserved by the Grantor. Other than the rights expressly granted herein, neither this Agreement, nor the disclosure of any Proprietary Information, shall be construed as expressing or implying any other rights, including but not limited to any rights of ownership of Proprietary Information, or rights to any invention, patent, copyright or other intellectual property right heretofore or hereafter owned, acquired, developed, or licensable by the Grantor. All Proprietary Information shall remain the exclusive property of the Grantor. The Purchaser shall not reverse engineer, disassemble, or decompile, or allow others to reverse engineer, disassemble, or decompile any Proprietary Information provided to it.

9. Limited Warranty. The Grantor warrants that it has the lawful right to transmit or otherwise furnish the Proprietary Information disclosed pursuant to this Agreement. The Grantor makes no representation or warranty as to adequacy, completeness, accuracy, patentability, fitness for a particular purpose, sufficiency, or freedom from defect of any Proprietary Information. The Grantor shall not be liable for damages of whatever kind as a result of the Purchaser's reliance on or use of Proprietary Information.
10. Court Order or Governmental Action. Notwithstanding any other terms or conditions of this Agreement, the Purchaser may disclose Proprietary Information to satisfy a legal demand by a court of competent jurisdiction or U.S. Governmental action; provided, however, that the Purchaser shall first advise the Grantor prior to the disclosure so that the Grantor has the opportunity to seek appropriate relief from the court or Governmental order, and provided further that the Purchaser shall disclose only that portion of the Proprietary Information which is legally required to be disclosed and request confidential treatment of the Proprietary Information by the court or Governmental entity.
11. Commitment/Obligation. Neither Party shall have the right or authority to contract for or in the name of, or otherwise obligate the other Party in any way. This Agreement shall not obligate a Party to enter into any contract or subcontract or to purchase anything from the other Party. This Agreement shall not be construed to recognize or create a teaming agreement, joint venture, partnership, or other formal business or agency relationship. Unless expressly stated otherwise herein, each Party shall bear its own costs and expenses incurred in complying with this Agreement.
12. Assignment/Binding Effect. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, delegated, or otherwise transferred by a Party without the express prior written consent of the other Party, except to an entity that succeeds to all or substantially all of the business assets of the assigning Party, and so long as such entity agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment or delegation in contravention of this clause shall be void and unenforceable. The foregoing notwithstanding, a Party may assign or otherwise transfer this Agreement to its parent company or any wholly-owned subsidiary thereof without the other Party's consent. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.
13. Severability. If any material condition or provision contained herein is held to be invalid, void, or unenforceable by a final judgment of any court of competent jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
14. Notices. Any notice under or in connection with this Agreement shall be in writing and delivered by reputable overnight courier, facsimile, or PDF e-mail. Notices shall be deemed to have been given when received by the Party to whom the communication is directed and shall be addressed as follows:

To RSAE:

RSAE Labs Inc.
PO Box 15922
Panama City, FL 32406
Phone: +1 (850) 872-7099
Email: Contracts@rsaelabs.com

To :

Address :

Phone :

Email :

15. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Florida, excluding its conflicts of laws provisions. This Agreement shall be construed as having been prepared by both Parties.

16. Remedies. The Purchaser recognizes and agrees that the Proprietary Information is of a special, unique, and extraordinary character which gives it a peculiar value the loss of which may not be reasonably or adequately compensated in damages, and that a breach of this Agreement may cause irreparable damage and injury to the Grantor. The Purchaser, therefore, expressly agrees that the Grantor shall be entitled to seek injunctive and/or other equitable relief to prevent a breach of the provisions of this Agreement, or any other part thereof, in addition to any other remedies available to the Grantor. All remedies available to a Party hereunder are cumulative, and, to the extent permitted by law, may be exercised concurrently or separately. The exercise by a Party of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. A failure or delay by a Party in exercising any right, privilege, or remedy shall neither operate as a waiver thereof nor modify the terms of this Agreement, nor shall any single or partial exercise by a Party of any right, privilege, or remedy preclude any other further exercise of the same or of any other right, privilege, or remedy.

17. Disputes. Except as provided in Paragraph 16 above, any controversy, dispute, or claim (collectively, "Disputes") arising out of or under this Agreement which is not timely settled by informal negotiations by the Parties shall be resolved through final and binding arbitration to take place in Tallahassee, Florida, utilizing the American Arbitration Association ("AAA") and its Commercial Rules then in effect. The Parties shall attempt to agree upon the selection of a single arbitrator who is unrelated to either Party and has demonstrable experience in the area of federal procurement law. In the event the Parties are unable to select a mutually acceptable arbitrator, the arbitrator shall be appointed by the AAA. The arbitrator's costs shall be borne equally by the Parties, and each Party shall be responsible for its own preparation, discovery, and internal and external costs incurred in prosecuting or defending its case. The prevailing Party in any arbitration proceeding will be entitled to, in addition to any other relief granted, recover its reasonable costs and attorney's fees, as determined by the arbitrator. The arbitrator shall be bound by the express provisions of this Agreement in deciding any Dispute. The determination of the arbitrator shall be final and, except as provided by law, shall not be subject to appeal or judicial review. Any court of competent jurisdiction may enforce any award or determination rendered by the arbitrator.

18. Export Control. The information furnished to the Purchaser hereunder may include United States origin technical data. Accordingly, the Purchaser is responsible for complying with, and warrants to the Grantor that it will comply with, all U.S. export regulations, including the International Traffic in Arms Regulations (Title 22, C.F.R. Parts 120-130), the Export Administration Regulations (Title 15, C.F.R. Parts 730-774), and any other U.S. Government regulation applicable to the export, re-export, or disclosure of such controlled technical data (or the products thereof) to Foreign Nationals, whether within or without the U.S., including those employed by, or otherwise associated with, the Purchaser. The Purchaser shall obtain the Grantor's written consent prior to submitting any request for authority to export any such technical data.

20. English Language. In the event this Agreement is interpreted into a non-English language, the Parties agree that the English version shall prevail if the two versions are inconsistent.

21. Counterparts. This Agreement may be executed in counterparts and transmitted by facsimile, each of which, when so executed and transmitted, shall be deemed to be an original, and all such counterparts together shall constitute one and the same document.

22. Complete Agreement. This Agreement contains the complete understanding between the Parties and supersedes all prior contemporaneous communications, agreements, and understandings with respect to the exchange, use, and protection of Proprietary Information. This Agreement may be modified only by a written amendment executed by duly authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

RSAE Labs Inc. (Grantor)

(PURCHASER)

By: _____

By: _____

Print Name: Randall Shepard

Print Name:

Title: CEO

Title: