

(STORMQUANT NON-DISCLOSURE AGREEMENT)

This Non-Disclosure Agreement (“Agreement”) entered into on [Enter Effective Date] (the “Effective Date”) is by and between **StormQuant, Inc.** (hereinafter “StormQuant”) and [Receiving Party] (hereinafter “Receiving Party”). StormQuant and Receiving Party are hereinafter collectively referred to as the “Parties” and individually as a “Party.” The Party receiving Proprietary Information (as defined below) shall be referred to as the “Receiving Party” and the Party disclosing proprietary information shall be referred to as the “Disclosing Party.”

RECITALS

WHEREAS, the Parties intend and desire that Proprietary Information (as defined below) be kept and maintained as confidential and that its disclosure, dissemination, or misuse be prevented in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Proprietary Information.** “Proprietary Information” shall mean any and all information and documentation disclosed under this Agreement including, but not limited to, information related to performance, sales, finances, marketing, ideas, technical data and concepts, vendor and cost data, pricing, investors, employees, business and contractual relationships, business forecasts, computer software (including source code, object code, algorithms and models), customer information, pricing and pricing methods, product roadmaps and development plans, and all methods, concepts, formulae related to current, future, and proposed products, copyrights, trademarks, trade names, service marks, trade secrets, inventions, patent disclosures, patent applications, provisional patent applications, and patents of any kind, information concerning research, experimental work, development, design details and specifications, pre-prototypes, prototypes, and first articles, internal photos (as described below), procurement requirements, bills of materials, know-how or ideas reasonably related to the business or services of the Disclosing Party, any third party proprietary information rightfully held and disclosed by the Disclosing Party, and information that by its nature or circumstances surrounding its disclosure should reasonably be regarded as confidential or any document that refers or relates to Proprietary Information. Proprietary Information shall be: (a) in written or other tangible form bearing a legend identifying its proprietary or confidential nature; or (b) disclosed orally or in a form not amenable to marking, provided that it is identified by the Disclosing Party as proprietary at the initial time of disclosure and within thirty (30) days of such disclosure is summarized in writing and transmitted to the Receiving Party identifying its proprietary or confidential nature. “Proprietary Information” shall not include information that (i) is or becomes publicly known, except through a breach of this Agreement; (ii) is disclosed without restriction with the written approval of the Disclosing Party; (iii) is already known or in the possession of the Receiving Party ; (iv) is rightfully furnished to the Receiving Party by a third-party without a breach of any legal or contractual obligation; or (v) is independently developed by the Receiving Party without reliance on or as a result of the disclosure of Proprietary Information under this Agreement.
 - a. Internal photos shall include, but not be limited to, photos of the following:
 - i. Circuit boards or internal components that are not accessible to users.
 - ii. A device mounted on the top of a large tower or in a fenced enclosure such that it is only serviceable by professional designated technicians under a Non-Disclosure Agreement (NDA).
2. **Treatment and Use of Proprietary Information.** The Receiving Party agrees to hold the Proprietary Information in the strictest confidence and to take all reasonable care to protect the Proprietary Information, including, without limitation, using all precautions that Receiving Party employs with respect to its own Proprietary Information. The Receiving Party further agrees to limit the disclosure

of Proprietary Information solely to those employees, officers, representatives, advisors, consultants, and independent contractors having the need to know the Proprietary Information for the purpose of this Agreement, and who are aware of the confidentiality obligations of this Agreement and agree to abide by the nondisclosure obligations herein. Further, the Parties acknowledge and agree that the covenants contained herein are necessary for the protection of their legitimate business interests and are reasonable in scope and content.

Upon termination or expiration of this Agreement or at the request by the Disclosing Party, Receiving Party shall, at its option, either (i) promptly return to the Disclosing Party all Proprietary Information in Receiving Party's possession, custody or control, including any copies, extracts or summaries thereof; or (ii) destroy any Proprietary Information in Receiving Party's possession, custody or control, and confirm such destruction in writing. Notwithstanding the foregoing, the Receiving Party may retain electronic copies of such Proprietary Information automatically created by the Receiving Party's archival or back-up systems and such information to the extent required to be retained by applicable law or regulation (all such material retained referred to herein as "Retained Proprietary Information"), provided such Retained Proprietary Information: (a) is still protected by Receiving Party in accordance with this Agreement; (b) will be subject to destruction in due course in accordance with Receiving Party's data retention policies; and (c) is not used by personnel in the ordinary course of business prior to destruction.

3. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall apply to all Proprietary Information disclosed hereunder for a period of three (3) years. Either Party may terminate this Agreement by giving the other Party (10) ten days prior written notice. Notwithstanding the foregoing, the Parties shall not disclose any Proprietary Information received hereunder, in whole or in part, for a period of five (5) years from the date of receipt of such Proprietary Information.
4. **Compliance with Legal Requirements.** In the event that Proprietary Information is requested or required to be disclosed by any competent judicial, governmental, or regulatory body, or by any law or regulation, the Receiving Party to the extent permitted by order, law or regulation shall (i) promptly notify the Disclosing Party in writing; (ii) not make the disclosure without first allowing the Disclosing Party the opportunity to oppose such request; and (iii) cooperate with the Disclosing Party regarding the timing and content of such disclosure and take any action that the Disclosing Party may reasonably request to oppose such disclosure.
5. **Injunctive Relief.** The Parties agree that a breach of this Agreement may give rise to irreparable injury to the Disclosing Party, inadequately compensable by monetary damages. Accordingly, in addition to any other legal remedies which may be available, the Disclosing Party may seek and obtain injunctive relief against a breach or threatened breach of this Agreement.
6. **Notices.** Any notice, consent, or request required or permitted by this Agreement shall be in writing, shall be effective upon receipt, and shall be transmitted by prepaid certified mail or overnight courier to the addresses below.

StormQuant:

StormQuant, Inc.
1435 Chaffee Drive Ste 1
Titusville, FL 32780

[Receiving Party]

Address: _____

Attn: _____

8. **Warranty & Disclaimers.** THE PROPRIETARY INFORMATION IS PROVIDED “AS IS,” WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST OR ANTICIPATED PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, ARISING FROM OR RELATED TO THIS AGREEMENT.
9. **Ownership.** All Proprietary Information disclosed hereunder remains the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall grant the Receiving Party any right, title or interest in the Proprietary Information of the Disclosing Party.
10. **Entire Agreement.** This Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding this issue.
11. **Amendment; Waiver.** This Agreement shall not be modified or amended, except in writing by the Parties. No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective (and any such waiver shall not be construed as a future waiver of any provision of this Agreement).
12. **Assignment.** This Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party, such consent shall not be unreasonably withheld, conditioned or delayed.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any conflicts of law provisions thereof. The Parties hereby unconditionally waive their respective rights to a jury trial for any claim or cause of action arising, directly or indirectly, or related to this Agreement.
14. **Severability.** If any term, condition or provision of this Agreement is determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect.
15. **Counterparts.** This Agreement and any amendments may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

StormQuant, Inc.

[Receiving Party]

Signature: _____

Signature: _____

Name:

Name:

Title:

Title: