

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on this ____ day of _____, 202_, by _____, a _____ (hereinafter referred to as "Proposer"), and Innovation Park TLH, Inc., a Florida not for profit corporation DBA North Florida Innovation Labs, (hereinafter referred to as "NFIL"). Proposer and NFIL are hereinafter individually referred to as a "Party" and collectively, the "Parties".

BACKGROUND

1. The Parties are negotiating the terms of an Agreement and the Proposer is providing information to the NFIL related to Project.
2. During administering the Agreement and review of Proposer's information, the Parties are willing to make available to each other and the others' Representatives (defined below) certain Confidential Information (defined below).
3. The Confidential Information may only be made available to a Party or a Party's Representatives pursuant to, and in strict accordance with, the terms and provisions of this Agreement.

AGREEMENT

The Parties hereto mutually agree and covenant the following:

1. **Confidential Information.**
 - (a) **Confidential Information.** The term "Confidential Information" shall mean material, data and information about the Party and its business furnished directly to any Party or its Representatives, from and after that ____ day of _____, 202_, by or from any Party and its Representatives, including, without limitation, all business plans, financial projections, financial data, financial documents, computerized data, plans, specifications, equipment lists, materials, manuals, maps, methods, product design, supply sources, techniques, internal statistics, information. All Confidential Information which the Proposer claims is a Trade Secret pursuant to Section 288.075 of Florida Statute shall contain a cover sheet identifying the document as a Trade Secret each time such information is provided to NFIL.
 - (b) **Exclusions from Coverage of Agreement.** Proposer acknowledges that NFIL is governed by a public body corporate and politic and therefore all materials provided, including the above referenced Confidential Information, to the NFIL under this Agreement are presumed by the NFIL to be non-confidential and subject to disclosure or inspection pursuant to Florida's Public Records law, Chapter 119 of the Florida Statutes. In addition, "Confidential Information," shall not include information that (i) is or becomes publicly known or available, (ii) is subject to disclosure under Florida's public records law, (iii) was disclosed by the Proposer, (iv) becomes available on a non-confidential basis from a source not actually known by any Party or its Representatives (after such inquiry as would be reasonable under the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information, or (v) is independently developed by Party or its Representatives without reference to any Confidential

Information.

2. Unauthorized Disclosure of Confidential Information. Subject to the limitations set forth in paragraph 1(b) and paragraph 3, each Party shall do the following with respect to the Confidential Information: (a) treat all Confidential Information provided to it by the other Party or its Representatives as private and privileged; (b) release or disclose the Confidential Information to only those directors, officers, members, shareholders, employees, agents, attorneys, accountants, prospective lenders and other third Party advisors (collectively "Representatives") who have a "need-to-know" for purposes related to the subject of the Agreement; provided, that all of such Representatives shall be directed and required to maintain the Confidential Information in confidence at all times thereafter; (c) never use any Confidential Information, except in connection with the subject of the Agreement; and (d) never disclose or release any Confidential Information to any individual, corporation, firm, association, institution or other entity without the express authorization of the other Party, except as set forth in paragraph 1(b) or paragraph 3.

3. Compelled Disclosure of Information.

(a) Public Records Request Disclosure. Upon receipt of a public records request by a third party requesting the disclosure of Confidential Information, NFIL shall promptly email a copy of such request to the Proposer. If the Proposer does not object in writing within three (3) business days of the date/time stamp on the NFIL's notice email, this shall be a waiver and NFIL may release the requested records as public records without liability. If the Proposer objects, NFIL shall not release the requested records and Proposer shall intervene in any suit brought against the NFIL relating to the Confidential Information and defend and indemnify the NFIL as required by paragraph 5 herein.

(b) Non-Public Records Request Disclosure. If a Party or its Representatives become legally compelled, other than through a public record request pursuant to paragraph 3(a), to disclose any Confidential Information, such Party shall provide the other Party with prompt written notice so that such Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other similar remedy is not obtained, or the Party waives compliance with the provisions of this Agreement, such Party and/or its Representatives shall furnish only that portion of the Confidential Information which they, in good faith, believe is legally required and will exercise good faith efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Retention of Confidential Information. The NFIL, as a non-profit governed by a public body corporate and politic, must retain copies of the Confidential Information in compliance with the then current records retention requirements of Florida law. To the extent the Proposer is provided Confidential Information by NFIL, at any time, upon written request from the NFIL, it shall destroy or return same to the NFIL within fifteen (15) days of receipt of said written request. Upon the request of the NFIL, the Proposer shall execute affidavit providing assurances as to the return or destruction of Confidential Information. All Confidential Information being returned to the NFIL shall be dropped off with, or mailed to the NFIL at [Attn: Michael Kramer, Executive Director

5. Indemnification. In the event that a claim is brought against the NFIL in connection with disclosure of Confidential Information, Proposer agrees to indemnify NFIL and hold NFIL harmless from and against all claims, suits, demands, judgements, losses, costs, fines, penalties,

damages, liabilities, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, and all other costs incurred in litigation, settlement negotiations, trial, appeal or otherwise, reasonable expert fees and attorneys' fees) arising directly or indirectly from such disclosure.

6. Accuracy of Confidential Information. Each Party acknowledges that the other Party and its Representatives do not make any representation or warranty, of any kind, regarding the accuracy, completeness, current applicability, or other aspects of the Confidential Information. Each Party and its Representatives may conduct an independent investigation and analyses concerning the Agreement and uses the Confidential Information at its risk. Each Party agrees that neither Party nor its Representatives shall incur any liability to the other Party and its Representatives as a result of the use of, or reliance on, any or all of such Confidential Information by such Party and its Representatives, except as may be set forth in a definitive agreement between the Parties regarding the Agreement.

7. Non-binding Obligations. It is expressly understood and agreed, however, that the obligation to maintain the confidentiality of the Confidential Information as well as procedures for its disclosure pursuant to Florida's public records laws hereunder shall survive such termination of discussions and/or negotiations.

8. Termination. The obligations of the Parties hereto under this Agreement regarding the confidentiality of the Confidential Information shall terminate on the earliest to occur of: (a) execution of a formal written agreement between the Parties (or any of their affiliates, as the case may be) with respect to the Agreement, which agreement shall incorporate the obligations of confidentiality contained in this Agreement; (b) as to any particular Confidential Information, at such time as the such Confidential Information in question becomes publicly available to the business community (other than through the breach of this Agreement by any Party or its Representatives); (c) as to any particular Confidential Information, at such time as the Confidential Information in question is disclosed pursuant to paragraph 3; and (c) three (3) years from the date hereof.

9. Injunctive Relief. The Parties acknowledge that the use or disclosure of the Confidential information in a manner inconsistent with this Agreement may cause irreparable damage. A Party shall be entitled to equitable and injunctive relief to prevent the unauthorized use or disclosure of Confidential Information, in addition to any other right or remedy to which the Party may be entitled at law or in equity. No failure or delay by such Party in exercising any right, power or privilege hereunder shall operate as a waiver or relinquishment thereof.

10. Applicable Law. This Agreement and the rights of the Parties hereto will be governed and construed in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. The Parties hereto submit to the jurisdiction of Florida courts with respect to matters arising out of this Agreement. The Parties agree that exclusive venue for any suit concerning this Agreement shall be the Circuit Court of the Second Judicial Circuit for Leon, Florida.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

13. Counterparts. This Agreement may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, any execution transmitted by facsimile or by electronic mail shall be deemed to constitute an original signature of a party for purposes of enforcing this Agreement.

14. Partial Invalidity. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected but shall be enforced to the extent permitted by law.

15. Modification. This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first indicated above.

Proposer:

, a _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first indicated above.

INNOVATION PARK TLH, INC., a Florida not for profit corporation **DBA NORTH FLORIDA INNOVATION LABS**

By: _____
Name: _____
Title: _____