

## **Mutual Nondisclosure of Confidential Information Agreement**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 1st day of September (the “Effective Date”), by and between Safety Consultants USA, Inc., an Atlanta Corporation and Stormseal USA, LLC, a Florida based corporation, each of whom are individually referred to as a “Party” and collectively referred to as the “Parties.”

The Parties hereby wish the following terms to govern the disclosure of confidential information (as defined below) by one Party (the “Disclosing Party”) to the other Party (the “Recipient Party”).

### **Section 1.**      *Confidential Information.*

1.1      “Confidential Information” shall mean any Personal Information as well as all information that is not known to the public respecting the business of the Disclosing Party, including without limitation information related to research and development; processes; trade secrets; customers; personnel and demographic records; suppliers; finances; information systems, including all screens, codes, manuals, documents, data, and reports; business plans; the information contained in this Agreement; and all similar information of any kind or nature whatsoever which is known only to persons having a fiduciary or confidential relationship with the Disclosing Party.

1.2      “Personal Information” shall mean any information that identifies or could be used to identify individuals as a result of services provided under any agreement or arrangement the Recipient Party may have with the Disclosing Party including, but not limited to (i) claim and personal health information; (ii) social security number; (iii) date of birth; and (iv) salary information; provided that the term Personal Information shall not include publicly available information that has not been combined with non-public personal data.

1.3      For purposes of this Agreement, Confidential Information shall not include information which (i) is or becomes part of the public domain, through no fault of the Recipient Party; or (ii) lawfully is or becomes available to the Recipient Party from a third Party not under an obligation not to disclose such information; or (iii) is already in the possession of the Recipient Party without restriction on the use or disclosure of such information; or (iv) is independently developed by or on behalf of the Recipient Party without the use of the other the Disclosing Party’s Confidential Information. The foregoing exceptions shall not apply to any combination of data or information merely because individual elements of such data or information, but not the combination, are subject to one or more of the exceptions.

1.4      Nothing in this Agreement shall prohibit the Recipient Party from disclosing Confidential Information to the extent it is required to be disclosed by law or legal process (including by any governmental agency or court of competent jurisdiction by written subpoena, order or decree), provided however, that the Recipient Party gives the Disclosing Party reasonable advance written notice thereof (to the extent practicable) so that the Disclosing Party has the opportunity to obtain an appropriate protective order or otherwise challenge such disclosure.

### **Section 2.**      *Acknowledgment and Treatment of Confidential Information.*

2.1      The Recipient Party acknowledges it may have access to and acquire Confidential Information related to the business and operations of the Disclosing Party. The Recipient Party shall maintain the confidentiality of the Disclosing Party’s Confidential Information, using commercially best standards of care regarding protection of confidential business information.

2.2 The Parties agree that Confidential Information of the Disclosing Party may be used only in connection with the performance of any agreement or arrangement the Recipient Party may have with the Disclosing Party.

2.3 The Recipient Party agrees that the Disclosing Party's Confidential Information shall only be disclosed to those employees or authorized third Party personnel who need the information in order to provide the services contemplated by any agreement or arrangement the Recipient Party may have with the Disclosing Party, and the Recipient Party shall be responsible for any unauthorized use or disclosure of the Disclosing Party's Confidential Information by such persons. Without limiting the foregoing, the Recipient Party shall take all reasonable steps to prevent disclosure to any non-authorized Party.

2.4 The Recipient Party's obligations under this Agreement with respect to any Confidential Information of the Disclosing Party shall expire upon the fifth year after the earlier of the date such Confidential Information was first received by the Recipient Party and the termination of any agreement or arrangement the Recipient Party may have with the Disclosing Party whereby Confidential Information was disclosed or accessed by the Recipient Party, as applicable.

**Section 3.** *Unauthorized Acts.* Without limiting the Disclosing Party's rights with respect to a breach of this Agreement, the Recipient Party shall:

3.1 promptly notify the Disclosing Party of any unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's Confidential Information by any person or entity that may become known to the Recipient Party;

3.2 promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's Confidential Information;

3.3 cooperate with the Disclosing Party in any litigation and investigation against third Parties deemed necessary by the Disclosing Party to protect its proprietary rights;

3.4 promptly use its commercially reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, the Disclosing Party's Confidential Information;

3.5 promptly return or destroy, at the election of the Disclosing Party, all Confidential Information in the possession of the Recipient Party; and

3.6 the Recipient Party shall bear the cost it incurs as a result of compliance with this Section.

**Section 4.** *Ownership of Confidential Information.*

4.1 The Disclosing Party's Confidential Information shall remain its exclusive property and no patent, copyright; trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure of Confidential Information to the Recipient Party. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

4.2 Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly, or otherwise, for any invention, discovery or improvement made, conceived, or acquired prior to or after the date of this agreement.

**Section 5.** *Return of Confidential Information.* The Recipient Party agrees to return to the Disclosing Party, or to destroy, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the Disclosing Party or, if not requested earlier, upon termination of this Agreement. Upon return or destruction of Confidential Information or any copies thereof, the Recipient Party shall certify in writing to the Disclosing Party that such destruction has occurred.

**Section 6.** *Injunctive Relief.* The Recipient Party acknowledges and agrees that any use or disclosure of the Disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and the Recipient Party agrees that the Disclosing Party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

**Section 7.** *Indemnification.* The Recipient Party shall indemnify the Disclosing Party from, and defend and hold the Disclosing Party harmless from and against, any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment) suffered, incurred or sustained by the Disclosing Party or to which the Disclosing Party becomes subject, resulting from or arising out of breach of this Agreement by the Recipient Party.

**Section 8.** *Miscellaneous Provisions.*

8.1 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

8.2 **Waivers.** No delay or omission by a Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by a Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed the aggrieved Party.

8.3 **Cumulative Remedies.** No right or remedy herein conferred upon or reserved to a Party is exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, whether now or hereafter existing.

8.4 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

8.5 **Amendments.** No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by, a duly authorized representative of the Party against which the amendment, change, waiver, or discharge is sought to be enforced.

8.6 **Survival.** Any provision of this Agreement that contemplates performance or observance after the expiration or termination hereof shall survive the expiration or termination of this Agreement.

8.7 **Governing Law.** This Agreement, each transaction entered into under this Agreement, and all matters arising in connection with this Agreement shall be in all respects governed by, and construed, and enforced in accordance with, the laws of the State of Florida, U.S.A., without giving effect to its

rules relating to conflict of laws. Except for actions seeking equitable relief, which may be brought in any court of competent jurisdiction, any action arising out of or relating to the Agreement shall be brought and resolved exclusively in the courts of the State of Florida and the related appellate courts.

8.8 Covenant of Further Assurances. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

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

**Safety Consultants USA, Inc.**

**Stormseal USA, LLC**

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Kate Badey

\_\_\_\_\_  
Matthew Lennox

President \_\_\_\_\_  
Title

President \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date