



Confidentiality and Non-Disclosure Agreement

This **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (“Agreement”) is entered into as of this date: _____ between Aladdin Equipment Co., Inc. (“Aladdin”), and _____ (“Visitor”).

During the facility tour(s) and meeting(s), Visitor will observe Aladdin’s business operations and facilities which may give Visitor access to some of Aladdin’s Confidential Information as defined below.

Accordingly, as a condition of and in consideration of touring Aladdin’s facilities, Visitor agrees that:

1. The term “Confidential Information” shall include all Aladdin’s trade secrets and information that concerns the confidential business or affairs of Aladdin including without limitation, financial information and reports, business plans, drawings, design and construction plans, manufacturing processes, customer lists, employee data, forecasts, strategies, samples, and all other proprietary business information.
2. Visitor agrees and acknowledges that in the course of, or incident to, the tour of Aladdin’s facilities, Aladdin may provide to, or Visitor will otherwise become exposed to Aladdin’s Confidential Information.
3. Visitor agrees to hold the Confidential Information in the strictest confidence, and will exercise at least the same care with respect thereto as it exercises with respect to its’ own confidential or proprietary information and will not without Aladdin’s consent use, divulge, copy, release, sell, loan or otherwise reveal such Confidential Information to others. Visitor agrees not to use the Confidential Information to compete with Aladdin or assist third parties to compete with Aladdin.
4. Visitor agrees he/she will not remove any document, equipment or other materials from the premises without Aladdin’s consent. Visitor will not photograph, videotape, or otherwise make any record of or preserve any Confidential Information to which he/she may be given access during the facility tour(s) and/or meeting(s).
5. Visitor will abide by all safety regulations, stay within designated areas of the facility per the established tour, and will not leave the touring party without an escort by an Aladdin authorized employee. Aladdin is not liable for any injuries resulting from visitor’s negligence or willful misconduct during the facility tour(s) and/or meeting(s).
6. The obligations of this Agreement will remain in effect for as long as the Confidential Information remains confidential, proprietary or trade secret information of Aladdin.
7. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
8. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter.
9. Visitor understands that his/her breach of this Agreement may subject him/her to liability for any damages incurred by their breach and that if an action to enforce the terms of this Agreement is required, including an action for injunction or damages or both, the prevailing party shall be entitled to recover their attorney's fees and costs.

Visitor Name/Printed: _____ Date: _____

Visitor Name/Signature: _____

Visitor Company Name/Title: _____

Aladdin Representative: _____ Date: _____

Notes/Reason For Visit: _____

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____ (“TENANT”), voluntarily sign this *Release of Liability and Assumption of Risk Agreement* in favor of Aladdin Equipment Co., Inc. (“Landlord”) in consideration for the opportunity to use space at the Landlord’s facility at 900 Sarasota Center Blvd., Sarasota, FL 34240.

In consideration of the Lease Agreement signed by both Landlord and Tenant on _____ (date), Tenant, by signing below, hereby waives and releases Landlord, its owners and employees from any liability and/or claim for personal injury, property damage, or death that may rise from Tenant’s use of the facility regardless of cause, even if such cause can be associated in any way by the acts or failures to act of the Landlord, or any of its agents, or employees in the installation, adjustment, inspection, maintenance and/or rental of the facility, or from the Tenant’s use of this facility.

By signing below, Tenant accepts total responsibility for any and all injuries or damages of any kind which may result from any reason in the use of the facility, and it is the Tenant’s intention to HOLD HARMLESS the Landlord for any injury sustained by Tenant or anyone else, regardless of cause, while using the above-described facility.

I, the undersigned, acknowledge that I have carefully read this release of liability / assumptions of risk and understand its contents. I am aware that by signing this release, I am waiving certain legal rights including the right to sue the Landlord for any reason.

Signature: _____

Print Name: _____ Date _____

Carrie Collins – Aladdin Equipment Co., Inc. Date _____



901 Sarasota Center Boulevard
Sarasota, FL 34240

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**MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, NON-
CIRCUMVENTION AGREEMENT**

THIS MUTUAL CONFIDENTIALITY, NON-DISCLOSURE & NON CIRCUMVENTION AGREEMENT (the "Agreement") is made and entered into this ___day of_, 202_, by and between The Octex Group, Inc., a Florida corporation whose address is 901 Sarasota Center Blvd., Sarasota, FL 34240 ("OCTEX"), and _____, located at _____ ("COMPANY").

WHEREAS, in connection with discussions regarding a proposed business relationship, OCTEX or COMPANY (either shall be referred to as "OWNER" herein when acting as the disclosing party) may disclose to the other party ("RECIPIENT") confidential information as described below;

WHEREAS, OWNER agrees to furnish RECIPIENT said Confidential Information and trade secrets for the purposes of evaluation in determining an interest in developing a future business relationship or engagement between OWNER and RECIPIENT, or researching, marketing, licensing, developing, investing or joint venturing (the "Purpose");

WHEREAS, RECIPIENT agrees to review, examine, inspect or receive such Confidential Information for the purposes described herein, and to otherwise hold such information confidential, pursuant to the terms of this Agreement;

WHEREAS, OWNER and RECIPIENT mutually desire that the confidential, secret and proprietary nature of the information disclosed by OWNER in connection with this Agreement be maintained in the strictest confidence;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and RECIPIENT agree as follows:

1. Definitions. The term "Confidential Information" as used herein as to each party shall mean any confidential or proprietary information of OWNER, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including, but not limited to, information related to inventions, intellectual property, technologies, "know-how," studies, knowledge, strategies, ideas, concepts, methods, processes, techniques, procedures, systems, matters of a creative or technical nature, technical drawings, blue prints, CAD files, charts, diagrams, graphs, forecasts, forecast assumptions, manufacturing practices, operations, tools, software, computer data, artwork, branding and concept work, technical information, passwords, research and development, or other trade secrets; and matters of a business nature, such as marketing techniques and studies, strategic and business plans and procedures (which may include acquisitions and mergers), business processes, customer, vendor and supplier information and lists, customer contact information, distribution channels, product sources, information regarding past, current or future projects, bid opportunities (and the identity of the related potential customer as to specific products), personnel information, placement information, compensation terms, training programs, contracts, pricing, margins, sales reports, sales, financial and marketing data, forms and such other information which is proprietary to the OWNER and any and all affiliates and subsidiaries of OWNER, including but not limited to Octex Holdings, LLC, Choice Tool & Mold, LLC, and Omnia Scientific, LLC, whether communicated orally or in documentary, computerized or other tangible form, concerning the OWNER's operations and business. While not a requirement, Confidential Information shall also include information being marked or identified as being confidential or proprietary. Confidential Information further includes any proprietary or protected information provided by customers, clients or vendors to OWNER. The definition of Confidential Information may be supplemented or further expanded upon by an addendum mutually executed by OWNER and RECIPIENT at a later date.

2. **Confidentiality and Non-Disclosure.** As required in the course of dealings with OWNER, RECIPIENT, or its representatives, may have access, or may have already been provided access, to Confidential Information. RECIPIENT shall treat all Confidential Information as confidential and use this information exclusively for the Purpose. RECIPIENT shall disclose the Confidential Information only to such personnel of RECIPIENT as is required in order to carry out the purpose for which the Confidential Information was provided to RECIPIENT. RECIPIENT specifically agrees not to use the Confidential Information disclosed by OWNER in RECIPIENT's own operations, or the operations of any entities owned or controlled by RECIPIENT. RECIPIENT further agrees that it shall not reproduce, reconstruct, duplicate or otherwise attempt to record visual or oral Confidential Information it receives other than for purposes set forth herein.

3. **Non-Circumvention.** Recipient will not, without the OWNERS consent, contact or discuss (whether directly or indirectly) the Confidential Information with any officer, director, owner, vendor, customer, competitor or employee of the OWNER. The RECIPIENT specifically agrees not to directly, or through agents, representatives or employees, use any of the nonpublic information or documentation now or hereafter received or obtained from OWNER in furtherance of their business, or the business of anyone else, that would in any way circumvent or exclude OWNER.

4. **Standard of Care.** RECIPIENT agrees to undertake all necessary and appropriate steps to ensure that the secrecy and confidentiality of the Confidential Information in its possession will be maintained, including advising its employees, agents and representatives of the obligations hereunder. The standard of care to be used in the performance of the obligations set forth in this Agreement shall be a reasonable standard to ensure full compliance with the provision thereof notwithstanding the standard of care utilized by a party, if any, in treating its own information which it does not disclose.

5. **Proprietary Character of Confidential Information.** RECIPIENT shall treat all of the Confidential Information, product information, documentation or other intellectual property, which OWNER may submit or disclose to RECIPIENT, whether written or unwritten, as confidential and the property of OWNER, and RECIPIENT shall have no right to or interest in the Confidential Information other than to use such Confidential Information solely for the Purpose. Except for the purposes of fulfilling obligations under this Agreement, nothing in this Agreement shall be deemed by implication or otherwise to convey to RECIPIENT any rights to any intellectual or proprietary property or Confidential Information of OWNER.

6. **Exceptions to Confidential Information.** This Agreement shall not apply to information that is or becomes publicly available, or is later released by OWNER in writing, or is previously developed or known by RECIPIENT independently of OWNER. These exceptions do not include disclosures which may include any combination features, concepts, or other confidential information because any individual feature or concept or aspect of the Confidential Information is separately in the public domain or in RECIPIENT's possession, but only if the combination itself or its principle of operation is in the public domain or in the RECIPIENT's lawful possession without restriction. These exceptions also do not include disclosures of new or novel applications of existing methods, devices, inventions or concepts.

7. **Remedies.** In the event that either party breaches this Agreement, or in the event of an anticipatory breach by either party, the non-breaching party shall be entitled to all legal and equitable remedies afforded to it by law, and in addition to any and all other forms of relief, it may recover from the breaching party all reasonable costs and attorneys' fees incurred in seeking such remedy. The RECIPIENT agrees that a violation of this Agreement may cause irreparable harm and damage to OWNER and agrees that OWNER may seek injunctive or other equitable relief on an *ex parte* basis should OWNER believe that the terms of this Agreement have been violated. In the event that injunctive relief is not granted or in the event that RECIPIENT receives any economic benefit from its use or disclosure of the Confidential Information, then OWNER shall be entitled to recover exemplary damages two (2) times the amount of such economic benefit.

8. **Return of Information.** RECIPIENT shall return or provide to OWNER all of the Confidential Information, including any copies thereof, within three (3) days following written demand of OWNER. In addition, RECIPIENT shall erase or otherwise destroy any Confidential Information maintained electronically.



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9. **Entire Agreement.** This agreement contains the entire understanding between the parties hereto with respect to the Confidential Information and supersedes in all respects all written or oral understandings and agreements heretofore existing between the parties hereto related to the Confidential Information.

10. **Governing Law – Dispute Resolution.** This Agreement is governed by Florida law, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement, or its breach, shall be decided exclusively by one arbitrator in a hearing held in Sarasota, Florida, pursuant to the Commercial Rules of the American Arbitration Association, and each party consents to personal jurisdiction and exclusive venue in the Federal and State courts in Sarasota, Florida. Except as may be required by law, neither party nor the arbitrator may disclose the existence, contents, or results of anything related to the arbitration, including but not limited to pleadings, motions, briefs, discovery, depositions, hearings, or award without all the parties' prior written consent.

11. **Attorneys' Fees.** In any action to enforce any provision of this Agreement, the arbitrator or court shall award reasonable attorneys' fees and costs to the prevailing party.

12. **Opportunity to Review with Counsel.** The parties acknowledge that, prior to executing this Agreement, each party (i) had the opportunity to consult with independent counsel of their choice, to the extent that they so desired, (ii) has read and understands the terms of this Agreement, and (iii) represents their agreement to abide and be bound by the terms and conditions of this Agreement.

13. **Relationship of the Parties.** Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

14. **Modification.** This Agreement may not be modified or amended except by an instrument in writing duly executed by the parties hereto.

15. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective officers, directors, employees, agents, subcontractors, successors, assigns, legal representatives, transferees and receivers.

16. **Authority of Parties.** OCTEX and COMPANY represent to each other that each has full power and authority to enter into and perform this Agreement, and that the delivery and performance of this Agreement has been duly authorized by all necessary action.

17. **Severability.** If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect or modified to the limited extent required to permit enforcement of the Agreement.

18. **Notice under Defend Trade Secrets Act.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

19. Warranty. OWNER warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS.” BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

20. Recitals Incorporated. The recitals to this Agreement are not merely precatory but are fully incorporated by reference into this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Expiration Date. Confidential Information shall be protected for five (5) years from disclosure. Trade Secrets shall be protected for so long as they remain trade secrets under applicable law.

Date: ____/____/____

IN WITNESS WHEREOF, OCTEX and COMPANY have executed this Agreement as of the day and year first above written.

The OCTEX Group, Inc. (“OCTEX”)

(“COMPANY”)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: ____/____/____

Date: ____/____/____