

## G2i Non-Disclosure Agreement

This Non-Disclosure Agreement (*Agreement*) is effective on the date of the last signature of any party to this Agreement and is between \_\_\_\_\_, a \_\_\_\_\_ (*Customer*), and G2i, Inc., a Florida corporation (*Company*).

**1. Recitals.** In connection with the performance of services by the Company to the Customer (Transaction), each party acknowledges that it will have access to Confidential Information of the other party. Each party further acknowledges that the other party:

has invested and continues to invest significant time, expense, and specialized knowledge in developing this Confidential Information;

enjoys a competitive advantage in the marketplace based on the Confidential Information; and would be irreparably harmed if competitors obtained the Confidential Information or if it became publicly available.

The parties therefore agree as follows.

**2. Non-Disclosure Agreement** Without limiting the applicability of any other agreement to which either party is subject, neither party may directly or indirectly disclose or use any Confidential Information at any time during or after the Transaction. This restriction includes the use of Confidential Information for personal, commercial, or proprietary advantage or profit. Each party possessing Confidential Information shall take all appropriate steps to safeguard the information and to protect it against disclosure, misuse, espionage, loss, and theft. Upon either party's request, the other party will promptly return or destroy all copies of the Confidential Information.

**3. Confidential Information.** For purposes of this Agreement, *Confidential Information* means trade secrets, proprietary information, and other information belonging to either party that are not generally known to the public, including information about business plans, financial statements, and other information provided under this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that either party treats as confidential, in any format whatsoever including oral, written, and electronic. Examples of Confidential Information include the items on the following list, which is not exhaustive:

all information, formulae, compilations, software programs (including object codes and source codes), devices, methods, techniques, drawings, plans, experimental and research work, inventions, patterns, processes and know-how—whether or not patentable and whether or not at a commercial stage—related to either party;

the names, buying habits, or practices of any customers of either party;

marketing methods and related data of either party;

the names of any vendors or suppliers of either party;

the cost of materials to either party;

the prices either party obtains or has obtained or at which it sells or has sold its products or services;

lists or other written records used in the business of either party;



## Non-Disclosure Agreement

Version 1.2 published January 20, 2016

2

compensation paid to employees and other employment terms of either party;  
all information that either party has a legal obligation to treat as confidential or that either party treats as proprietary; or  
any other confidential information concerning the business of either party, their manners of operation, or other confidential data of any kind, nature, or description.

**4. Certain Information Not Considered Confidential.** The restrictions of Section 2 do not apply to Confidential Information that:

is or becomes generally available to the public other than as a result of a disclosure by a party in violation of this Agreement;

is or becomes available to a party on a nonconfidential basis before its disclosure to a party in compliance with this Agreement; or

is or has been independently developed or conceived by a party without using Confidential Information.

**5. Permitted Disclosures.** Nothing in Section 2 prevents either party from disclosing Confidential Information:

upon the order of any court or administrative agency, upon the request or demand of any regulatory agency or authority having jurisdiction over the party, or to the extent compelled by legal process or required or requested under subpoena, interrogatories, or other discovery requests;

as necessary in connection with exercising any remedy under this Agreement; or

in connection with the Transaction, to the party's legal counsel and accountants who, in the party's reasonable judgment, need to know the Confidential Information and agree to be bound by the provisions of Section 2 as if a party.

Neither party may make any disclosure permitted by this Section (other than disclosure to the party's own legal counsel in connection with the Transaction) before notifying the other party as far in advance of the disclosure as practicable. Notice to the other party must state the purpose of the disclosure and the means taken to ensure that any disclosed Confidential Information remains confidential.

**6. No Public Disclosure of Agreement.** Unless authorized in writing by the other party or required (or believed in good faith to be required) by any law, regulation, rule, court, or other governmental body, neither party may, make any public disclosure about this Agreement's subject matter; about past, present, or future discussions about the Agreement; or that this Agreement even exists.

**7. Modification for Legal Events.** If any court of competent jurisdiction determines that any provision or any part of a provision set forth in this Agreement is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to this Agreement, or by making other modifications as it determines necessary to carry out the parties' intent to the maximum extent permitted by Applicable Law. The parties expressly agree that this Agreement as modified by the court is binding upon and enforceable against each of them.

**8. General Matters.**

**(a) No Representation or Warranty as to Accuracy**

Each party acknowledges that neither party nor their respective representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information. Any representations or warranties will be in a separate, definitive agreement between the parties.

### **(b) Further Assurances**

In connection with this Agreement and the transactions contemplated by it, each party agrees to provide further assurances if requested by the other party. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

### **(c) No Waiver**

A party's failure to insist upon strict performance of any provision or obligation of this Agreement for any period of time is not a waiver of that party's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

### **(d) Governing Law**

This Agreement is governed, construed, and administered according to the laws of the State of Florida, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida.

### **(e) Venue; Submission to Jurisdiction**

A cause of action arising out of this Agreement includes any cause of action seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the transactions contemplated by it. The parties agree that any suit, action, or proceeding—whether in contract, tort, or otherwise—arising out of this Agreement must be brought in a state or federal court or courts located in the State of Florida if one of these courts has subject-matter jurisdiction over the suit, action, or proceeding. Any cause of action arising out of this Agreement is deemed to have arisen from a transaction of business in the State of Florida.

Each party irrevocably consents to the jurisdiction of these courts (and their respective appellate courts) in any cause of action arising out of this Agreement. To the fullest extent permitted by law, each party irrevocably waives any objection that it may have now or later to the venue of any action arising out of this Agreement in any of these courts, including an inconvenient forum petition.

Service of process, summons, notice, or other document by registered mail to the address designated in Section 8(j) is effective service of process for any suit, action, or other proceeding brought in any court.

### **(f) Waiver of Jury Trial**

Each party to this Agreement acknowledges and agrees that any controversy arising out of this Agreement is likely to involve complicated issues. Therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury for any cause of action arising out of this Agreement.

## **(g) Equitable Remedies**

Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

## **(h) Attorneys' Fees**

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

## **(i) Remedies Cumulative**

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

## **(j) Notices**

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be considered given:

- when delivered by hand (with written confirmation of receipt);
- when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- on the date sent by facsimile or email as a PDF document (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or
- on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

The written notice must be sent to the respective parties at the party's last known address (or at the address a party has specified in a notice given in accordance with this Section).

## **(k) Severability**

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Subject to Section 6, upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

**Non-Disclosure Agreement**

Version 1.2 published January 20, 2016

**(l) Separate Counsel**

By signing this Agreement, each party acknowledges that this Agreement is the product of arms-length negotiations between the parties and should be construed as such. Each party acknowledges that he or she has been advised to seek separate counsel and has had adequate opportunity to do so. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

**(m) Entire Agreement**

This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, no oral statements or prior written material not specifically incorporated in this Agreement has any force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements in this Agreement and no others.

**(n) Amendments**

No provision of this Agreement may be amended or modified except by a written instrument executed by the parties.

**(o) Multiple Originals; Validity of Copies**

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any party certifies to be a true copy to the same effect as if it were an original.

**G2i Inc.**

\_\_\_\_\_  
By (SIGNATURE)

\_\_\_\_\_  
By (SIGNATURE)

\_\_\_\_\_  
Name (PRINT)

\_\_\_\_\_  
Name (PRINT)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title