

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is entered into on _____, 2024 ("**Effective Date**") by and between **IG Technologies**, a Florida corporation ("**IG Technologies**"), located at 12485 SW 137th Street, Suite 212, Miami, FL 33186 and _____ ("**Company**"), located at _____.

Whereas either party may disclose, from time to time, Confidential Information (as such term is defined hereunder) ("**Discloser**") to the other party ("**Recipient**"), pertaining to Discloser's activities for the evaluation of the possible cooperation between the Parties in connection with Discloser's products and services ("**Purpose**"); and **Whereas** the parties would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such Confidential Information, **Now, therefore**, the parties hereby agree as follows:

- 1. Confidential Information.** Recipient agrees that any information which is disclosed by Discloser to Recipient, whether oral, visual or in writing, including by way of illustration but not limitation, data, technology, know-how, inventions, algorithms, software programs, specifications, information concerning research and development work, trade secrets, current or planned products, marketing and business plans, forecasts, projections, financial information, and customer information, will be considered and referred to collectively in this Agreement as "**Confidential Information**". Notwithstanding, Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public domain through no fault or breach of Recipient; (ii) Recipient can demonstrate in its written records to have had in its possession prior to the disclosure of the Confidential Information by Discloser to Recipient; or (iii) Recipient rightfully obtains from a third party, who has the right to disclose it without breach of an obligation of confidentiality.
- 2. Non-disclosure and Non-use of Confidential Information.** The Recipient agrees to use Confidential Information solely for the Purpose. The Recipient will not disclose Confidential Information to any third party other than those of its employees and consultants on a strictly need-to-know basis for the accomplishment of the Purpose. Recipient shall take reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information and ensure that such Recipient's employees and consultants perform the duties and obligations hereunder. Recipient shall remain liable at all times for any acts or omissions of its employees and consultants with respect to the Confidential Information. In performing its duties and obligations hereunder, Recipient agrees to use at least the same degree of care as it does with respect to its own confidential information of similar importance but, in any event, at least reasonable care. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure.
- 3. No License or Joint Venture.** All Confidential Information and any derivatives thereof are and shall remain the exclusive property of Discloser. No license or other rights to Confidential Information is granted or implied hereby to have been granted to the Recipient. This Agreement is not a joint venture or other such business arrangement; and any agreement, if at all, between the parties hereto will be set forth in subsequent written agreements at the absolute discretion of the parties.
- 4. No Warranty.** THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY THE DISCLOSER "AS IS", WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE NON-INFRINGEMENT OF TRADEMARKS, PATENTS, COPYRIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PERSONS.
- 5. Return of Confidential Information.** Upon expiration or termination of this Agreement, or upon request of Discloser, Recipient shall return to Discloser any information disclosed in any tangible form and all copies thereof (on whatever media such information may be stored) containing any of the Confidential Information. If Confidential Information is stored in electronic form, the Recipient shall permanently delete such Confidential Information. Recipient shall provide Discloser within ten (10) days of termination a written certification confirming that Recipient has complied with this Section 5 and all other terms of this Agreement.

6. **Equitable Relief.** Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Discloser that may be difficult to ascertain. Accordingly, Recipient agrees that Discloser, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction to enforce obligations under this Agreement, without the necessity of proving actual damages and without the necessity of posting a bond or making any undertaking in connection therewith.
7. **Entire Agreement and Governing Law.** This Agreement constitutes the entire Agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written Agreement signed by authorized representatives of both parties. This Agreement is governed and construed solely in accordance with the laws of the State of Florida without giving effect to its conflicts of law principles. All disputes arising out of or in connection with this Agreement will be finally settled solely and exclusively by a court of competent jurisdiction in Florida, US, provided, however, that nothing in this Section shall prevent or restrict either party from seeking interim relief in any competent jurisdiction as it may deem fit, as set forth in Section 6 to this Agreement.
8. **Term.** This Agreement shall govern the communications relating to Confidential Information between Discloser on the one part and Recipient on the other part until such time as the present Agreement is expressly superseded by a subsequent agreement between the parties hereto, or the Agreement has been terminated by either party upon provision of thirty (30) days prior written notice thereof, whichever is earlier. The obligations set forth in this Agreement regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this Agreement for a period of 5 years following termination for any reason.
9. **Assignment.** This Agreement shall not be assigned by Recipient without the written consent of Discloser, and any purported assignment not permitted hereunder shall be construed null and void.
10. **Notices.** Any notice required or permitted to be given by either party under this Agreement shall be in writing, addressed to such party's address as set forth above or at such other address as the party shall have furnished to each other party in writing in accordance with this provision, and may be sent by registered airmail letter, by fax or electronic mail, or by personal delivery. Such notices shall be deemed to be given (i) if sent by registered airmail letter - five days after the day of dispatch, (ii) if sent by fax or electronic mail - upon transmission and electronic confirmation of receipt, or (if transmitted and received on a non-business day in Recipient's place of business) on the first business day following transmission and electronic confirmation of receipt, and (iii) if sent by personal delivery - on the day of delivery. Any notice of change of address shall only be valid upon receipt.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the party actually executing such counterpart, and all of which together shall constitute one and the same instrument. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF format or similar format shall be sufficient to bind the parties to the terms and conditions of this Agreement as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

IG Technologies

Company

By:

By:

[Name and Title]

[Name and Title]

Date

Date