

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (Agreement), dated as of September 7th 2021 is by and between MCCi, LLC ("MCCi"), a Florida limited liability company with offices located at 3717 Apalachee Pkwy, Ste 201, Tallahassee, FL 32311 and City of Pompano Beach with offices located at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060. This Agreement shall govern the conditions of disclosure of information to one of the above mentioned parties (the "Receiving Party") of certain information considered to be confidential by the other party (the "Disclosing Party") in evaluating whether they wish to enter into a business relationship with each other (the "Purpose") and is intended to bind themselves and their subsidiary and affiliated entities and individual associates.

- 1. Confidential Information Defined.** Confidential Information is any information disclosed, either directly or indirectly in writing, orally or by inspection of tangible objects, and shall include, but not be limited to, existing or contemplated systems, devices, machines, prototypes, products, components, material, processes, methods, techniques or know-how, or any information or data of the Disclosing Party or its contractors, subcontractors, clients, customers or others having a business relationship with the Disclosing Party. The Receiving Party understands and acknowledges that the Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and neither the Disclosing Party nor any of its officers, directors, employees, stockholders, owners, members, managers, affiliates or agents will have any liability to the Receiving Party or any other person resulting from use of the Confidential Information by the Receiving Party.
- 2. Protection of Confidential Information.** To the extent permitted by Chapter 119, Florida Statutes, Florida's Public Records Laws, the Receiving Party agrees to use the Confidential Information solely for the Purpose described above. The Receiving Party agrees to safeguard the Confidential Information against disclosure and use no less than the same standard of care in protecting the Confidential Information as it uses to protect its own confidential and proprietary information, and further shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 3. Obligations With Respect to Employees, Agents, Consultants and Representatives.** The Receiving Party agrees that the only employees, agents, consultants and representatives who will receive the Confidential Information will be those who have (a) a need to know the Confidential Information, (b) been instructed to safe-guard the Confidential Information from disclosure and treat such Confidential Information as confidential, (c) have been made aware of this Agreement and its terms and (d) have a signed obligation to protect the confidential and proprietary information received through their employment or relationship with the Receiving Party.
- 4. Information That May Be Disclosed.** Notwithstanding the preceding provisions, the obligations of the Receiving Party regarding confidentiality of information disclosed hereunder shall not apply to the extent that the Receiving Party can establish by competent proof that such information:
 - a. was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;
 - b. was part of the public domain at the time of its disclosure by the Receiving Party;
 - c. became part of the public domain after its disclosure by the Disclosing Party, other than through any act or omission of the Receiving Party in breach of this Agreement; or
 - d. was disclosed to the Receiving Party by a third party who had no obligation not to disclose such information to others.

If the Receiving Party is required to disclose the Confidential Information as part of a judicial process, government investigation, legal proceeding, or other similar process, then the Receiving Party shall give prior written notice of the requirement to the Disclosing Party. The Receiving Party will use commercially reasonable efforts to provide this notice to the Disclosing Party in sufficient time to allow the Disclosing

Party to seek an appropriate protective order or modification of any such required disclosure and provide reasonable assistance to the Disclosing Party in that effort.

- 5. No License.** The disclosure of Confidential Information hereunder by the Disclosing Party shall not result in any right or license under any patent or know-how being granted to the Receiving Party, nor shall it be construed to impose on the Receiving Party any restriction, duty or obligation other than that of confidentiality and non-use as expressly provided herein.
- 6. Term.** This Agreement and the obligations of the parties hereunder shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available so long as disclosure is not the result of either party, or until returned to the providing party.
- 7. Return of Written Information.** All written documents containing Confidential Information and other Confidential Information in tangible form received by the Receiving Party in transactions contemplated by this Agreement shall remain the Disclosing Party's property, and all such documents together with any copies or excerpts thereof will be destroyed or returned to the Disclosing Party within thirty (30) days of expiration of this Agreement or the termination of Purpose described above, whichever occurs later in time.
- 8. Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, then it shall be ineffective only to the extent of such invalidity, illegality or unenforceability in the jurisdiction of such determination, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected.
- 9. Remedies.** The Receiving Party agrees that the Confidential Information is of a special and unique kind, the protection of which is essential to the operation of the Disclosing Party, and that if there were a breach by the Receiving Party of its obligations under this Agreement, the Disclosing Party would have no adequate remedy at law. Therefore, in addition to any other remedies which may be available at law or in equity, the Receiving Party agrees that the Disclosing Party shall be entitled to injunctive relief, specific performance or other equitable relief or any or all of the foregoing, as may be provided under the laws of and in any judicial forum in the State of Florida or the United States of America for any violation of this Agreement. This Agreement shall be governed by the internal laws of the State of Florida without regard to its principles on conflicts of laws.
- 10. Notices.** All notices required or permitted to be given under this Agreement to any party shall be in writing and shall be deemed given upon personal delivery or three (3) days after mailing or when received (whichever is earlier) if sent by certified mail, return receipt requested, all postage and registration or certification fees prepaid or one (1) business day after dispatch if sent by reputable overnight courier service for next-day delivery, all fees prepaid, and addressed as first set forth above.
- 11. Entire Agreement and Amendment.** This Agreement embodies the entire Agreement between the parties concerning the confidentiality of any information disclosed pursuant to the Purpose described above and no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all parties.
- 12. Successors and Assigns.** This Agreement shall inure to the benefit of each party and their respective successors and permitted assigns.
- 13. No Assignment.** No party may assign, directly or indirectly, any of its rights, duties or obligations under this Agreement in whole or in part without the prior written consent of the other, which consent shall not be unreasonably withheld, except that no consent shall be required for an assignment to a wholly-owned affiliate or subsidiary which is part of any transaction contemplated in the Purpose as described above.
- 14. Use of Names.** Neither MCCi nor City of Pompano Beach will use the name of the other in any public announcement, press release or other public document without the written consent of such other party.
- 15. Relationship of Parties.** The relationship of MCCi and City of Pompano Beach is that of independent contractors. This Agreement does not create a partnership, association or other business entity nor bind either party to proceed with any transaction contemplated by the Purpose described above. Neither party has the right to bind the other.

16. Counterparts. This Agreement may be executed in any number of counterparts, and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Agreement.

17. Representation of Authority. Each party represents and warrants that it has the right and authority to enter into this Agreement and perform its obligations hereunder.

Authorized representatives of each of the parties have executed and delivered this Agreement.

Party

MCCi, LLC

Signature: _____
Please Print: _____
Title: _____

Signature: Victor D'Aurio
Please Print: Victor D'Aurio
Title: COO